

**INTERLOCAL AGREEMENT
BETWEEN
NUECES COUNTY,
NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES,
AND NUECES COUNTY HOSPITAL DISTRICT**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into on the Effective Date by and between Nueces County, herein “County”, the Nueces Center for Mental Health and Intellectual Disabilities, herein “NCMHID”, and the Nueces County Hospital District, herein “NCHD” all whose principal offices are located in Corpus Christi, Nueces County, Texas. County, NCMHID, and NCHD may be referred to herein individually as “Party” and collectively as “Parties.”

WITNESSETH

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, the NCMHID is a unit of local government and is designated as the Local Mental Health Authority (LMHA) for Nueces County whose primary purpose is to provide mental health services in the community. NCMHID has previously organized, operated, and directed local programs relating to the diversion of persons from jails or other detention facilities for the purpose of providing mental health services. These programs also included services for associated substance abuse issues, crisis services and jail diversion, magistrate courts orders and pre-trial diversion, local competency restoration, and other similar and related programs;

WHEREAS, the NCHD is a political subdivision of the State of Texas whose duty is to furnish medical aid and hospital care to indigent and needy persons residing within the NCHD’s boundaries and Texas Health & Safety Code §281.094 enables the NCHD to use funds from non-tax sources to fund health care services, including mental health services with Commissioners Court approval;

WHEREAS, the County and NCMHID have requested that the NCHD fund certain mental health-related programs to be provided by or through the NCMHID relating to diversion of persons from jails or other detention facilities, including Crisis Intervention Teams (CIT), Jail Diversion (JD), expansion of Mobile Crisis Outreach Team (MCOT), Jail-Based Competency Restoration (JBCR), Walk-In Crisis (WIC) clinic and Forensic Assertive Community Treatment (FACT) Team for the purpose of providing mental health services, including services for associated substance abuse issues, and

WHEREAS, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code which permits agreements (interlocal agreement) between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services

NOW, THEREFORE, in consideration of the mutual promises, 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,” “NCMHID,” and “NCHD” shall have the meanings indicated above.
- 1.2. Additional Terms. For purposes of this Agreement, the following terms shall have the meanings assigned below:
 - 1.2.1. “Pre-Booking Diversion” means programs/services and practices that can occur at any point in the criminal justice system before a person is booked into a detention facility and relies heavily on effective interactions between police and community mental health and substance use disorder treatment providers.
 - 1.2.2. “Post-Booking Diversion” means programs/services that are used to identify and divert people who have behavioral health needs after they have been booked into jail. Post-booking diversion interventions are typically led by either the courts or jails.
 - 1.2.3. “Jail Diversion” is defined as those programs/services that divert individuals with serious mental illness and/or substance use disorders away from jail and provide links to community-based treatment and support services. May serve individuals in pre- and post- booking diversion.
 - 1.2.4. “Crisis Intervention Team (CIT) program” Provides a mechanism for individuals with involvement with law enforcement to be identified, assessed and diverted into treatment rather than arrest/incarceration. The NCHMID crisis intervention team works with law enforcement, other healthcare professionals and community partners to link individuals coming into contact with law enforcement directly to treatment, access to substance abuse, crisis respite, and intensive outpatient services.
 - 1.2.5. “Mobile Crisis Outreach Team” is defined as clinically staffed mobile treatment teams that provide prompt face-to-face crisis assessment, crisis intervention services, crisis follow-up, and relapse prevention services for individuals in the community. These services shall reach individuals at their place of residence, school and/or other community-based safe locations, 24 hours per day, 365 days per year.
 - 1.2.6. “Walk-in Crisis Services” are defined as immediately accessible services for individuals, ready access to psychiatric assessment and treatment for new individuals with urgent needs, and access to same-day psychiatric assessment and treatment for existing individuals within the system with urgent needs. Walk-in crisis services are designed to be intensive and time-limited, and are provided until the crisis is resolved or the person is referred to another level of care.
 - 1.2.7. “Forensic Assertive Community Treatment (FACT)” is a service delivery model intended for individuals with serious mental illness (SMI) who are involved with the

criminal justice system. These individuals may have co-occurring substance use and physical health disorders. FACT eligibility is defined as having three or more jail detentions in a calendar year.

- 1.2.8. “Jail-Based Competency Restoration Services” means services to restore the competency to stand trial to an individual found by a court to be incompetent to do so due to an active mental illness or an intellectual disability.
- 1.2.9. “Cloud9 Telehealth Platform” is defined as virtual service platform that connects designated CIT officers, emergency rooms, and other community collaborators to designated crisis clinicians for the purpose of providing virtual co-response to individuals in mental health crisis calls. It allows for delivery of remote care to individuals in crisis, connecting mental healthcare teams via telehealth data and communications for more efficient ongoing treatment services. It also provides data analytics for evidence-based collaborative care.
- 1.2.10. “Sheriff” means Nueces County Sheriff and/or employees of the Nueces County Sheriff’s department.
- 1.2.11. “Participant” means an individual in contact with the justice or law enforcement systems that has consented to, is enrolled in and is receiving or has received one or more of the Services provided by NCMHID under this Agreement.
- 1.2.12. “Services” means Pre-Booking Jail Diversion, Crisis Intervention Team and Mobile Crisis Outreach Team (In-person or virtual), and a Walk-In Crisis Clinic. As well as, Post-Booking Jail Diversion that includes, Forensic Assertive Community Treatment Services, and Jail-Based Competency Restoration Services, provided by NCMHID under this Agreement.
- 1.2.13. “Agreement Sum” means the amount not to exceed Two Million Five Hundred and Fifty Thousand Dollars (\$2,550,000) paid under this Agreement by NCHD to NCMHID during the Agreement Term. (Exhibit A)
- 1.2.14. “NCMHID Cost or Costs” means the cost or costs incurred by NCMHID that are completely attributable to and associated with NCMHID's provision of Services under this Agreement.
- 1.2.15. “Monthly NCMHID Expense Reimbursement” means the Agreement Sum paid by NCHD to NCMHID as reimbursement for costs over the Term, subject to the limitation set forth in Section 5.13
- 1.2.16. “County Costs or Costs” means the cost or costs incurred by County that are completely attributable to and associated with NCMHID's provision of services under this Agreement. Expenses/costs by the County must have written preapproval by NCHD before they are incurred.

- 1.2.17 “Monthly County Expense Reimbursement” means the monthly amount paid by NCHD to County as reimbursement for monthly County Costs over the Term, subject to the limitation set forth in Section 5.13.
- 1.2.18 “Jail Diversion Costs” means the direct cost or costs incurred by NCMHID in providing Jail Diversion services under this agreement.
- 1.2.19 “Crisis Intervention Costs” means the direct cost or costs incurred by NCMHID in providing Crisis Intervention Services under this Agreement. For purposes of this Subsection, "Crisis Intervention Services Costs includes law enforcement officers and/or law enforcement vehicles related to and associated with NCMHID's use/need of law enforcement Crisis Intervention officers by law enforcement agencies.
- 1.2.20 “Walk-In Crisis Clinic Costs” means direct cost or costs incurred by NCMHID in providing a walk-in crisis clinic under this agreement.
- 1.2.21 “Forensic ACT Program Costs” means the direct cost or costs incurred by NCMHID in providing a Forensic ACT Program under this agreement.
- 1.2.22 “Jail-Based Competency Restoration Services Costs” means the direct cost or costs incurred by NCMHID in its provision of Jail-Based Competency Restoration Services under this Agreement.

SECTION II **AGREEMENTS OF NUECES COUNTY**

County agrees as follows:

- 2.1 Provision of Work Spaces and Facilities for JBCR. To provide, at its sole cost and expense, the necessary work spaces, physical facilities (including a space suitable for a mock-court), resources, and all related public utilities required by NCMHID to provide Jail Based Competency Restoration Services within Nueces County Jail under this Agreement.
- 2.2 Facilitation and Coordination of Services. To assist in facilitation and coordination of interactions between any County Departments and other stakeholders with NCMHID, that NCMHID believes necessary in provision of Services under the Agreement. County agrees to collaborate with NCMHID, and to include NCMHID and its agents in Nueces County planning activities, meetings, and workshops with community partners as related to services being provided by NCMHID. Nueces County acknowledges that it does not represent NCMHID and acknowledges that NCMHID reserves the right to represent itself in all commissioner’s court proceedings, NCHD board meetings, planning activities, general meetings, and workshops related to its operations.

- 2.3 Access to County Jail Facilities. The Nueces County Sheriff shall provide NCMHID access to Participant(s) of NCMHID’s services located within the County jail facilities. The Sheriff in his sole discretion may deny access to the County jail(s) should he determine the access to be a security risk.
- 2.4 Goals. Develop goals (“County Goals”) jointly with NCMHID for each of the Services during the Agreement Term. Goals or deliverables not defined herein will be provided to NCMHID in writing as a contract addendum if not developed and outlined herein at the time of contract execution.

SECTION III
AGREEMENTS OF
NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES

NCMHID agrees to provide the following services and data reporting as follows:

- 3.1 Jail Diversion, Crisis Intervention. To provide Jail Diversion and Crisis Intervention Services as requested and defined utilizing all available resources described herein. NCMHID will provide data as requested regarding the number of Participants per month, and utilization of resources dedicated to diversionary and crisis intervention services as facilitated and coordinated by County with the Corpus Christi Police Department, Nueces County Sherriff’s Department, Nueces County Courts, Nueces County District Attorney’s Office, City Detention Center, Municipal Courts, Cenikor Recovery Center and NCMHID.
- 3.2 CIT Officers. NCMHID will be responsible for the procurement of CIT officers as needed in the provisions of services funded through this agreement. NCMHID shall submit the expense incurred for the CIT officers in their Expense Reimbursement Request to NCHD which is subject to Section 5.13 herein.
- 3.3 Walk-In Crisis Clinic. To provide a Walk-in Crisis Clinic as defined by utilizing all available resources described herein. NCMHID will provide data to County and NCHD as requested regarding the number of Participants per month, and utilization of resources dedicated to diversionary and crisis intervention services as facilitated and coordinated by the County.
- 3.4 Forensic ACT Program. To provide a Forensic ACT Program as requested and defined utilizing all available resources described herein. NCMHID will provide data to County and NCHD as requested regarding the number of Participants per month to include the number of diversions from incarceration and hospitalization. Further, NCMHID will also provide data on the utilization of resources dedicated to diversionary and crisis intervention services as it pertains to the participants enrolled in the Forensic ACT Program.
- 3.5 Jail-Based Competency Restoration Services. To provide Jail-Based Competency Restoration Services as defined herein utilizing all available resources to treat all individuals eligible while

in Nueces County Jail. NCMHID will provide data to County and NCHD as requested regarding the number of individuals incarcerated in Nueces County Jail awaiting Competency Restoration Services, number of Participants in the JBCR program per month, and utilization of resources dedicated to Jail Based Competency Restoration services as facilitated and coordinated by the County.

- 3.6 Progress Reports. To submit quarterly reports or other progress periods as requested to County, and NCHD describing NCMHID's progress toward accomplishment of the County Goals during the preceding quarter or other progress period as requested. Quarterly reports will include the elements as stated in Exhibit B attached hereto.
- 3.7 Service Utilization Information. To submit quarterly Program-specific information to County and NCHD on each Program's utilization of each Service provided under this agreement during the preceding quarter.

NCMHID will strive to provide program specific information from stakeholders and collaborative partners in addition to MHID. Examples include but are not limited to Nueces County Jail representatives, CCPD officers, county law enforcement agencies and other collaborative law enforcement agency representative. Hospital systems (particularly ER's), the District Attorney's office, Nueces County Courts, Public Defenders Office, and City Detention Center, among others.

- 3.8 Sustainable Funding. To undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future Services. Provide summaries of grant submissions related to sustaining activities outlined in this agreement to NCHD and the Nueces County Department of Mental Health Programs.
- 3.9 Coverage. Ensure adequate staffing of professional personnel for coverage of each Service.
- 3.10 Expense Reimbursement Request Submission. Not later than the tenth (10th day of each month during the Term), NCMHID shall submit a detailed itemized written invoice to NCHD requesting Monthly NCMHID Expense Reimbursement for each Service provided during the preceding month (the "NCMHID Payment Request"). The NCMHID Payment Requests shall include a Net NCMHID Costs Schedule as described in Section 3.11 below.
- 3.11 Net NCMHID Costs Schedule. As a part of the NCMHID Payment Request, NCMHID shall provide a sufficiently itemized written schedule, in a form acceptable to NCHD, detailing the monthly NCMHID Costs of each Service; the Schedule shall be net of all associated revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID (see Section 3.8 above), and clearly show the resulting difference (the "Net NCMHID Cost Schedule"). When requested by NCHD, NCMHID shall provide detailed supplemental information about any revenues and NCMHID Costs items shown in the Net NCMHID Cost Schedule.

- 3.12 Repayment. In the event the Net NCMHID Cost Schedule shows that the sum of the revenue received under this Agreement by NCMHID from NCHD for the Services, plus any Sustainable Funding received by NCMHID, exceeds the sum of the NCMHID Costs, NCMHID shall remit to NCHD the excess amount within thirty (30) days (the "NCMHID Repayment Amount").
- 3.13 Disputed Net NCMHID Cost Schedule Amounts. After receipt of a written notice from NCHD disputing any Net NCMHID Cost Schedule amount(s), NCMHID will meet in good-faith with NCHD to discuss and resolve any disputed amount(s). In the event the disputed amount(s) cannot be resolved between the two parties within thirty (30) days of NCHD's written notice of disputed amount(s) to NCMHID, then NCMHID shall pay NCHD the NCMHID Repayment Amount and/or remove the disputed amounts, as applicable.
- 3.14 County Jail Access. NCMHID agrees to abide by any security protocols required by the Sheriff when working in the Nueces County Jail(s). The Sheriff, in his sole discretion, may deny access to such jail(s), should he determine the access to be a security risk. NCMHID shall communicate with the County and utilize County's assistance as needed regarding any issues involving NCMHID's access to the Nueces County Jail or any other jail related matters as it pertains to services defined in this agreement.
- 3.15 Cooperation. NCMHID agrees to communicate and engage with any County and NCHD third-party consultants or employees as requested concerning review of the Services provided under the Agreement. NCMHID will act in good faith when consulting, assisting, and cooperating with these consultants and/or employees.

Further, NCMHID agrees to communicate, engage, and provide necessary information to the County for review of service outcomes when requested.

SECTION IV **AGREEMENTS OF NUECES COUNTY HOSPITAL DISTRICT**

NCHD agrees as follows:

- 4.1 NCMHID Expense Reimbursement. After receipt of the NCMHID Payment Request, NCHD shall review and approve Cost Schedule and reimburse NCMHID, subject to section 4.2 below, the amount of the Request; the reimbursement shall be remitted to NCMHID not later than the thirtieth (30th) day following receipt of the Request.
- 4.2 Disputed Net NCMHID Cost Schedule Amounts. Upon receipt of the Net NCMHID Cost Schedule, NCHD shall send to NCMHID within fifteen (15) days following receipt of said Schedule a written notice identifying any associated amount(s) disputed by NCHD and to meet in good-faith with NCMHID to discuss and resolve any disputed amount(s).

SECTION V
AGREEMENTS BY ALL PARTIES

County, NCMHID, and NCHD agree as follows:

- 5.1 Effective Date, Termination Date, and Term. This Agreement shall begin on October 1, 2024, at 12:01 a.m. (the “Effective Date”) and end on September 30, 2025, at 11:59 p.m. (the “Termination Date). The term of this Agreement shall be an interval between the Effective Date and Termination Date, inclusive of said Dates (the “Agreement Term”).
- 5.2 Mutual Agreements. The Parties agree to the respective agreements of each Party and Party combinations set forth herein wherever same may be expressed in this Agreement.
- 5.3 County Control. County exercises no control over NCMHID, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement. County shall facilitate and coordinate County and stakeholder collaboration in the provision of Services defined in this agreement with the relevant personnel of and within the work spaces and facilities of the County’s judicial, law enforcement, and jail systems.

County exercises no control over NCHD, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that the Nueces County Commissioners Court shall approve the amount NCHD pays to NCMHID for Services during the Agreement Term. This Agreement shall not be construed as creating an employer/employee relationship between County and NCMHID or between County and NCHD.
- 5.4 NCMHID Control. NCMHID exercises no control over County or NCHD, or their 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 NCMHID and County or between NCMHID and NCHD.
- 5.5 NCHD Control. NCHD exercises no control over County or NCMHID, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement, except that NCHD’s Board of Managers is statutorily required to budget and approve the aggregate annual amount NCHD reimburses NCMHID and County for Services provided herein during the Term of this Agreement. This Agreement shall not be construed as creating an employer/employee relationship between NCHD and County or between NCHD and NCMHID.
- 5.6 Captions and Headings. The captions and headings used in this Agreement are for convenience only and shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of the Agreement.
- 5.7 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.

- 5.8 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 of Agreement.
- 5.9 No Subcontracting or Assignment Binding Effect. No party shall subcontract or assign their duties, obligations, or responsibilities under this Agreement to any other party or parties without the prior written consent of each other party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5.10 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.
- 5.11 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. The parties shall provide proof of insurance coverage, within 5 days of request of such proof of coverage, by any party to this Agreement.
- 5.12 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:

County: Nueces County Judge
901 Leopard St., Room 303
Corpus Christi, Texas 78401-3697

With copy to:
Nueces County Attorney
901 Leopard St., Room 207
Corpus Christi, Texas 78401-3680

NCMHID: Nueces Center for Mental Health and Intellectual Disabilities
Attn: Chief Executive Officer
1630 S. Brownlee Blvd.
Corpus Christi, Texas 78404-3134

NCHD: Nueces County Hospital District
Attn: Administrator/Chief Executive Officer
555 N. Carancahua St., Suite 950
Corpus Christi, Texas 78401-0835

All notices herein shall be effective on the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above, or on the date of receipt of such notice (whether by mail, courier, hand delivery, or otherwise) whichever is the earlier date of receipt.

- 5.13 **NCHD Maximum Annual Expenditure.** NCHD shall not pay NCMHID more than the stated Agreement Sum for NCMHID's provision of the Services under Section 1.2.14 of this Agreement during the Agreement Term. NCHD shall not have any additional payment obligations to NCMHID under this Agreement during the Agreement Term or thereafter.

NCHD shall not have any expenditure obligations, except those expressly stated herein to County under this Agreement during the Agreement Term or thereafter.

- 5.14 **NCHD Funds.** NCHD's payment for NCMHID's performance of governmental services pursuant to this Agreement must be made from funds from non-tax sources.

- 5.15 **Termination.** This Agreement may be terminated by a Party at any time for the Party's own convenience, at Party's sole discretion, and without cause upon fourteen (14) calendar days notice as provided herein.

This Agreement may be terminated by any Party for cause without advance notice, where Party/Parties reasonably determine(s) that a material breach of the terms of this Agreement has occurred.

- 5.16 **Annual Appropriations.** The Parties mutually agree and understand that NCHD's funding under this Agreement is subject to annual appropriations by NCHD and that each fiscal year's funding, by NCHD provided under this Agreement, must be included in NCHD's budget for that year and is not effective until approved by NCHD's Board of Managers and then Nueces County Commissioners Court.

- 5.17 **Compliance with Laws.** All parties agree to comply with all applicable local, state, and federal laws, regulations, and rules that may pertain to each Party's performance under this Agreement.

- 5.18 **Acknowledgment of Federal HIPAA Obligations.** The Parties acknowledge their mutual responsibilities as 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.

- 5.19 Amendment. This Agreement may be amended only by written agreement approved by each of the Parties respective governing body at a publicly noticed meeting and signed by the duly authorized representative of each Party’s governing body.
- 5.20 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.
- 5.21 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 Nueces County, Texas, pursuant to Texas Civil Practice and Remedies Code, §15.015.
- 5.22 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.
- 5.23 Records and Access. Upon written request of County, or any other of County’s duly authorized agents or representatives, NCMHID 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 NCMHID during the Agreement Term.

Upon written request of NCHD, or any of its duly authorized agents or representatives, NCMHID shall make available to NCHD those records, books, and documents necessary to verify the nature and extent of costs, expenses, and the status of the program, extent of services being, or amount of any and all services provided during the Agreement Term.
- 5.24 Officer’s Authority. Each of the officers who have executed this Agreement on behalf of their respective Party and hereto warrants that he has the power and authority to execute this Agreement on behalf of such Party and to bind such Party to the terms and provisions of this Agreement.

AGREED, SIGNED, and ENTERED by the duly authorized officers of Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and Nueces County Hospital District on the dates hereinafter indicated.

NUECES COUNTY

By: _____ Date: _____
Connie Scott
Nueces County Judge

ATTEST:

By: _____
Kara Sands
County Clerk

**NUECES CENTER FOR MENTAL HEALTH
AND INTELLECTUAL DISABILITIES**

By: Mike Davis _____ Date: November 06, 2024
Mike Davis
Chief Executive Officer

NUECES COUNTY HOSPITAL DISTRICT

By: Jonny F. Hipp _____ Date: 11/06/2024
Jonny F. Hipp
Administrator/Chief Executive Officer

APPROVED BY:

By: _____ Date: _____
Jenny P. Dorsey
County Attorney

**EXHIBIT A
AGREEMENT SUM**

Contract Amounts Assigned per Program

Jail Diversion (1)(2)	\$ 450,000.00
Crisis Intervention and Crisis Intervention Team (1)	1,131,000.00
MCOT (1)	250,000.00
Walk-In Crisis Clinic (1)	350,000.00
JBCR (2)	119,000.00
Forensic ACT (2)	<u>250,000.00</u>
Total Agreement Sum (3)	<u>\$2,550,000.00</u>

Flexibility is allotted for fluctuation of costs across the programs and services NCMHID is to provide under the agreement:

- (1) Pre-booking Services
- (2) Post-booking Services
- (3) Actual costs per program may differ from amounts shown above. However, the actual total program costs may not exceed the amount in the agreement sum. (Section 1.2.12)

EXHIBIT B
PROGRESS REPORTS REQUIRED DATA

ACCESS TO CARE MEASURES:

1. Number of individuals restored to competency (JBCR).
2. Number of diversions from arrest into treatment (CIT/MCOT).
3. Number of diversions from hospitalization into treatment (CIT/MCOT).
4. Number of individuals diverted from active incarceration (post-booking Jail Diversion).
5. Number of individuals who received a walk-in crisis appointment.
6. Number of individuals refusing services at the point of assessment for walk-in crisis.
7. Persons referred to MHID through Cloud 9 from Hospitals.
8. Persons referred to MHID through Cloud 9 from Law Enforcement.

PROCESS MEASURES:

9. Number of individuals served in each program (FACT, MCOT, CIT, JBCR, Walk-In, Jail Diversion).
10. Number of individuals successfully engaged in ongoing NCMHID outpatient services following a crisis contact with CIT or MCOT Expansion.
11. Cloud 9 metrics on utilization and demographics (CIT/MCOT).
12. Number of persons successfully completing Jail Diversion Programming. (Jail Diversion post arrest).
13. Number of individuals unable to restore to competency.
14. Average days to restore to competency.
15. Average days from competency restoration to court hearing.
16. Average days from competency restoration to adjudication.
17. Number of individuals successfully transitioned from JBCR to OCR services.
18. Number of individuals for Walk-In Clinic by referral source.
19. Number of individuals referred to Cenikor.