

JUVENILE BOARD ORDER

ORDER NO: 2013-1107
DATE: November 21, 2013
STATE OF TEXAS)(
COUNTY OF NUECES)(

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Nueces County, Texas, held on the 21st day of November 2013, a motion made by Judge Chesney and seconded by Judge White, the following Order was adopted:

WHEREAS, The Nueces County Juvenile Probation Department entered into an Interlocal Agreement Between Behavioral Health Center of Nueces County (BHCNC) and Nueces County Juvenile Probation Department (NCJPD) on November 6, 2013; and

WHEREAS, BHCNC will, in return for annual consideration of \$50,000 provide a Licensed Mental Health Professional to provide necessary mental health treatment through on-site care, on-call services to juveniles under the control and custody of NCJPD including boot camp or detention; and

WHEREAS, NCJPD will make available office space with needed furniture, equipment and office supplies to BHCNC to store protected health information; and

WHEREAS, NCJPD will make available to BHCNC any screening or assessments that have been performed by NCJPD staff or other clinical professional(s) for juveniles at Nueces County Juvenile Probation Department that BHCNC is assisting under this Agreement,

THEREFORE, the Nueces County Juvenile Department recommends that the Nueces County Juvenile Board approve the Interlocal Agreement between Behavioral Health Center of Nueces County and Nueces County Juvenile Probation Department.

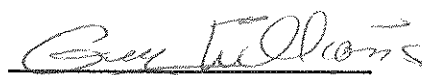
DONE IN OPEN BOARD MEETING this the 21st day of November, 2013.

Recommended by:



C. Homer Flores, Chief
Nueces County Juvenile Department

Approved by:



Judge Guy Williams, Chairman
Juvenile Board of Nueces County

STATE OF TEXAS §
 §
COUNTY OF NUECES §

**INTERLOCAL AGREEMENT BETWEEN BEHAVIORAL HEALTH CENTER
OF NUECES COUNTY AND NUECES COUNTY JUVENILE PROBATION
DEPARTMENT**

WHEREAS, the Behavioral Health Center of Nueces County, hereinafter “BHCNC,” is a unit of local government which provides mental health treatment services to the community; and

WHEREAS, the Nueces County Juvenile Probation Department, hereinafter “NCJPD” is a specialized local entity which provides the delivery of a continuum of services and programs to help youth enrich and value their lives and the community by focusing on accountability of their actions and planning for a successful future; and

WHEREAS, the NCJPD is in need of mental health services for juveniles in the custody of the Nueces County Juvenile Probation Department, including boot camp and detention; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended authorizes contracts between local governmental agencies to perform governmental functions and services such as police protection and detention services as set out in § 791.003 (3)(A), Texas Government Code;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by BHCNC and NCJPD upon and for the mutual consideration stated herein agree as follows:

WITNESSETH

The responsibilities of BHCNC:

1. BHCNC will, in return for annual consideration of \$50,000, to be provided by NCJPD in twelve monthly installments of \$4,166.66 to BHCNC, provide a Licensed Mental Health Professional to provide necessary mental health treatment through on-site care, on-call services to juveniles under the control and custody of NCJPD including in boot camp or detention. The Licensed Mental Health Professional will provide forty (40) hours of mental health services to the juveniles on a weekly basis. BHCNC will invoice NCJPD on a monthly basis. Each invoice will contain sufficient detail to include the total amount of hours worked. Each invoice shall be due within thirty (30) days of receipt.

2. BHCNC, upon request, will provide confirmation to NCJPD indicating proof said staff members are licensed and credentialed to provide professional mental health services in the State of Texas.
3. BHCNC shall provide assessment, counseling, skills training, medication education, liaison services to the treating medical provider, including psychiatrist, and collaboration with local school districts, to identified juveniles as necessary.
4. BHCNC staff will communicate with identified NCJPD staff in order to develop treatment plans for juveniles during incarceration.
5. BHCNC will assist identified NCJPD staff in scheduling appointment for initiation of outpatient mental health services as clinically indicated.

The responsibilities of NCJPD:

1. NCJPD will make available office space with needed furniture, equipment and office supplies to BHCNC to store protected health information.
2. NCJPD will make available to BHCNC any screening or assessments that have been performed by NCJPD staff or other clinical professional(s) for juveniles at NCJPD that BHCNC is assisting under this Agreement.

INSURANCE

BHCNC will maintain adequate worker's compensation and liability insurance with adequate coverage limits to cover its agents and employees performing services pursuant to this Agreement. BHCNC will maintain professional liability insurance with limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in annual aggregate.

INDEMNIFICATION

1. BHCNC shall indemnify, save, defend and hold harmless NCJPD from and against any and all losses, claims, damages, penalties, liabilities, judgments, costs and expenses, joint or several, which may be incurred by any NCJPD staff or employee, any employee of Nueces County, including the County Judge, County Commissioners, all judges on the Juvenile Board, and any juvenile receiving services at NCJPD arising from any negligent or willful act or failure to act under this Agreement by BHCNC, or any of its officers, directors, employees, agents or subcontractors or resulting from a breach of BHCNC's obligations pursuant to the Agreement.

2. NCJPD, to the extent allowed by law without creating a sinking fund, shall indemnify, save, defend and hold harmless BHCNC from and against any and all losses, claims, damages, penalties, liabilities, judgments, costs and expenses, joint or several, which may be incurred by the Licensed Mental Health Professional arising from any negligent or willful act or failure to act under this Agreement by NCJPD, or any of its officers, directors, employees, agents or subcontractors or resulting from a breach of NCJPD's obligations pursuant to the Agreement.

BINDING AGREEMENT: AUTHORITY: PARTIES BOUND

This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. That each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

AMENDMENT

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

APPLICABLE LAW

This Agreement shall be expressly subject to BHCNC's and NCJPD's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either the BHCNC or NCJPD shall be in Nueces County, Texas.

SEVERABILITY

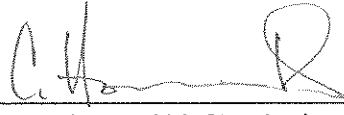
In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

The term of this Agreement is November 1, 2013 through August 31, 2014.

BY: *Diane Lowrance*
Diane Lowrance, Executive Director
Behavioral Health Center of Nueces County

11-4-13
Date

BY:



Homer Flores, Chief Probation Officer
Nueces County Juvenile Probation Department

11-6-13
Date