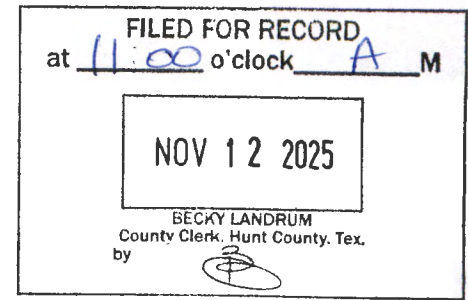


19,790
INTERLOCAL AGREEMENT
BETWEEN
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY
AND
HUNT COUNTY
CARE COORDINATION PROJECT



Pursuant to Chapters 122 and 534 of the Texas Health and Safety Code, Chapter 791 of the Texas Government Code, and other applicable laws, this Interlocal Agreement ("Agreement ") is made by and between the NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY ("NTBHA"), and HUNT COUNTY ("County"), hereinafter jointly referred to as "Party" or "Parties."

WHEREAS, North Texas Behavioral Health Authority ("NTBHA") was designated as the local behavioral health authority in accordance with the Texas Health and Safety Code §533.0356, to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of behavioral health services for the Texas residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties; and

WHEREAS, NTBHA seeks to enter into an agreement with Hunt County for services provided as part of a collaborative project serving justice-involved individuals experiencing behavioral health issues; and

WHEREAS, this Interlocal Agreement is entered into by the Parties pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791;

NOW, THEREFORE, it is agreed by the Parties that in consideration of the mutual covenants, promises, agreements and other good and valuable consideration contained herein, that Parties agree to the following terms:

1. TERM

This Agreement is effective on September 1, 2025 ("Effective Date") and shall continue through August 30, 2026 ("Initial Term") unless terminated earlier under any provision hereof. County, at its option and upon mutual consent of NTBHA, may choose to renew this Agreement for additional one (1) year periods (each a "Renewal Term") on the same terms, conditions, pricing, and fiscal year funding as evidenced by formal written approval of NTBHA. NTBHA or the County may choose not to renew this Agreement, for any reason and without cause, and unless terminated prior to the end of the Initial Term, this Agreement will automatically expire at the end of the Initial Term. The Initial Term together with any and all Renewal Term(s) is cumulatively referred to as the "Term."

2. TERMINATION

Either Party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement by giving thirty (30) calendar days' prior written notice thereof to the other Party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. NTBHA shall compensate County in accordance with the terms of this Agreement *pro rata* up to the date specified in such notice. In no event shall County's termination

of this Contract, for any reason, subject County to liability.

2.1 With Cause:

Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:

- A. Lack of, or reduction in, funding or resources;
- B. Either party's failure to comply with any of the terms and provisions of this Agreement;
- C. Either party's improper, misuse or inept use of funds or resources related to this Agreement; and/or
- D. Either party's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

3. BACKGROUND AND SCOPE OF SERVICES

The purpose and benefit of the Jail Based Care Coordinator is to provide for the ability to conduct 16.22 assessments in the jail using behavioral health clinical staff that are familiar with mental health and substance use disorders. As the Local Behavioral Health Authority (LBHA), NTBHA staff have access to the statewide behavioral health information systems and are fully engaged with the local provider network. The Jail Based Care Coordinators would screen inmates in the jail that are dealing with behavioral health or IDD disorders, identify providers that would deliver needed services, relay these recommendations to the magistrates and judges, and arrange for services upon release if the court so chooses.

The purpose and benefit of the County & District Court Care Coordinator is to conduct behavioral health assessments for the courts on a regular and immediate basis using behavioral health clinical staff who are familiar with mental health and substance use disorders. The Care Coordinators would give Hunt County the ability to assist justice-involved individuals that are dealing with behavioral health disorders, identify services and providers that would deliver needed services, relay these recommendations to attorneys and judges, and arrange for services if directed by the court. Additionally, for uninsured indigent individuals who are not in jail, NTBHA will cover the cost of services, including mental health prescriptions.

The overall goal of all these positions is to comply with relevant state statutes and codes and to reduce or eliminate factors that lead to or contribute to incarceration through care coordination and access to needed mental health and substance use disorder services. They will provide the judge, magistrate, or attorney with information about behavioral services so that those inmates that are eligible to do so can be transitioned from jail into services on release. Individuals referred through the Care Coordinators would be able to utilize the full range of NTBHA services to include intensive outpatient treatment and case management, medication management and prescription coverage, crisis residential and crisis respite, peer services, Outpatient Competency Restoration, behavioral health clinical services, substance use treatment, skills training, housing assistance and support, and employment skills training.

4. PROJECT STAFFING PLAN

4.1 Hunt County Sheriff's Office

- A. NTBHA shall review and hire project staff, to include one to three part-time, on-call Jail-Based Care Coordinator positions, to be located at the Hunt County Jail as needed.
- B. These positions shall be required to pass any appropriate security and background screening required by the Hunt County Sheriff's Office, to have access to the jail and

inmates. Positions shall also attend and complete any safety, security, or de-escalation training required by the Hunt County Sheriff's Office.

- C. The NTBHA staff located at the Hunt County Jail would be supervised by designated supervisors and managers within the NTBHA Intensive and Forensic Services Division, operating under the Chief of Intensive and Forensic Services.
- D. The NTBHA Care Coordinator staff would be responsible for providing 16.22 assessments as required by Texas law once ordered by a magistrate or judge for Hunt County. All assessments would be completed and submitted to the court within the timelines set by statute.
- E. As part of the 16.22 process, recommendations and referrals for the full range of available NTBHA services in the community (to include hand-offs to NTBHA Care Coordinators working in the community as well as Crisis Respite and Crisis Residential) would be provided to the judges and magistrates.
- F. Referral, and where possible, direct connection with providers in the community, would be coordinated by NTBHA staff, based on individual needs and recommendations.

5. PROJECT FUNDING RESPONSIBILITIES

5.1 Program Implementation:

Projected budget for each Care Coordinator position is \$60,000 with an administrative support budget of \$6,000/each. Total projected budget amount for three (3) positions is \$198,000/FY.

NTBHA shall fund one to three (1-3) Part Time/On-Call Jail-Based Care Coordinators with administrative support, for a total of \$198,000/FY. In addition, NTBHA will also fund staff technology costs, computer and licenses, for up to three (3) positions.

Hunt County shall reimburse NTBHA for the cost of the positions, administrative support, and related technology costs at a rate of \$1 per fiscal year.

5.2 Continuation after initial funding period:

NTBHA will use the current implementation year to set baselines for future need and assess staffing patterns. During the initial year, NTBHA will organize programs and projects to identify funding opportunities and develop Managed Care Organization (MCO) billing options where available to cover the continued cost of the program. The goal is to ensure continued operation of these services in future years. Per statute, Hunt County will continue to be responsible for reimbursement for the 16.22 services, and a negotiated flat rate will be set for these services based on the initial year baseline and expected growth in need.

6. CONFIDENTIALITY

6.1 County and NTBHA shall ensure that the confidentiality of all reports, information, client records, patient information and data prepared, collected, or assembled by County pursuant to this Agreement shall be maintained, used, or disclosed in strict adherence with all applicable federal and state laws, rules, and regulations. County and NTBHA shall further ensure that all its employees and subcontractors understand and abide by the confidentiality requirements regarding such confidential information.

6.2 Public Information Act. The Parties acknowledge and agree that County and NTBHA are both subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act" or "PIA").

Notwithstanding any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, conflicts with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads, County Employees (hereinafter "County Requestors") and NTBHA Board members or NTBHA's Executive Director (hereinafter "NTBHA Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data, or information, or any other thing or item furnished to or in the possession or knowledge of County or NTBHA. It is further acknowledged and agreed that the County or NTBHA Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. The Parties hereby releases the County Requestors and NTBHA Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by NTBHA or County or in the possession or knowledge of the County or NTBHA that is determined by County or NTBHA or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

6.3 This Agreement extends to the activities and behaviors of all staff members in both Parties' organizations who are working with any shared data.

7. INSURANCE

County and NTBHA, during the term of this Agreement, will maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws under a plan of insurance that is also maintained in accordance with sound accounting practices. Each party will be responsible for the costs of such insurance, all deductible amounts in any policy, and any denials of coverage made by its insurer.

8. NOTICE

Unless the parties expressly mutually agree otherwise, any notice to be given under this Agreement shall be deemed to have been delivered if reduced to writing and delivered in person by a reputable courier service, or mailed by certified or registered Mail, postage pre-paid, return receipt requested, and properly addressed to the contact person shown at the respective addresses set forth below, or to such other persons or addresses as shall be specified by written notice delivered in accordance herewith. Such notice shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail.

The names and addresses of the parties to whom notice is to be sent are as follows:

North Texas Behavioral Health Authority:

Carol E. Lucky, CEO
8111 Lyndon B. Johnson Fwy
Suite 900
Dallas, TX 75251
469-299-9373
clucky@ntbha.org

w/Cc: hfrederick@ntbha.org
Heath Frederick, Contracts Director – NTBHA

Hunt County:

Hunt County Judge
2507 Lee Street, Room 202
Greenville, TX 75403-1097
903-408-4146
cojudge@huntcounty.net

w/Cc: cstroud@huntcounty.net
Chad Stroud, Captain Hunt County Sheriff's Office

9. RESPONSIBILITY / INDEMNIFICATION

Each party, including its respective elected officers, agents and employees, agrees to be responsible for its negligent acts or omissions, or other tortious conduct during performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

10. SOVEREIGN / GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to the County's Sovereign Immunity and the Governmental Immunity of the Parties, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and State laws. The parties expressly agree that NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY, OR A WAIVER OF ANY TORT LIMITATION THAT EITHER PARTY HAS BY OPERATION OF LAW OR OTHERWISE. Nothing in this Agreement is intended to benefit any third-party beneficiary.

The County and NTBHA expressly DO NOT WAIVE any applicable local, State and federal rules and laws, including Sovereign Immunity, Chapter 72 of the Texas Civil Practice and Remedies Code, and Article XI, Section 7 of the Texas Constitution.

11. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, County and NTBHA must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

12. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

13. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

14. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties shall inure to the benefit and be binding upon the successors and assigns of the parties, as well as the parties themselves.

15. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and NTBHA agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

16. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Both parties have a duty to mitigate damages.

17. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and NTBHA under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. County and NTBHA shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize

funding for this Agreement during the current or future fiscal years. If County or NTBHA is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of the fiscal year. County understands and agrees if this Agreement is modified or terminated due to an insufficient amount of state or federal funds allocated to NTBHA, the Local Authority shall not be responsible for any amounts allegedly owed to County.

18. COUNTERPARTS, NUMBER, GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19. PREVENTION OF FRAUD AND ABUSE

Both Parties shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving either Parties' employees or agents shall be reported immediately for appropriate action. Moreover, County warrants it is not listed on a local, County, State, or federal consolidated list of debarred suspended and ineligible contractors and grantees. County agrees that every person who, as part of their employment, receives, disburses, handles, or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

20. ASSIGNMENT

Both parties agree that it will not transfer or assign its interest in this Agreement without the prior written consent of the other party.

21. SUBCONTRACTING

Neither party may enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of the other party, and consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by either party will be in writing and subject to all requirements herein. Any subcontractor will be paid in a timely manner by the party who subcontracted the entity. Each party shall have the right to prohibit the other party from using any subcontractor.

22. INDEPENDENT CONTRACTOR

County, including its officials, agents, and employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of NTBHA, and is responsible for its own acts, forbearance, negligence, and deeds, and for those of its officials, agents, and employees in conjunction with the performance of services covered under this Agreement. County represents that the subcontractors and consultants retained by County for performance of services under this Agreement shall not be employees of or have any contractual relationship with NTBHA.

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, such construction will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

24. SIGNATORY WARRANTY

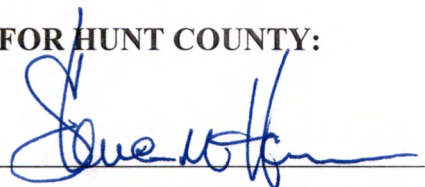
Each party represents that it has the full right, power, and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of that party to validly and legally bind the same party to all terms, performances, and provisions set forth in this Agreement.

FOR NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY:

Carol E. Lucky
Chief Executive Officer

Date

FOR HUNT COUNTY:



County Judge *Pr: tem*

11/12/25
Date