

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TROPICAL TEXAS BEHAVIORAL HEALTH  
AND  
Mission Police Department**

This Memorandum of Understanding (the Agreement) serves to confirm the mutual understandings of **Tropical Texas Behavioral Health**, a Certified Community Behavioral Health Center (TTBH), and **Mission Police Department**, 1200 E 8th St, Mission, TX 78572, a referral partner (Partner) for those individuals who receive community-based mental health and/or substance use disorder services from TTBH, in accordance with the terms set forth below. The purpose of this Agreement is to set forth the parties' understanding regarding their collaborative treatment planning and care coordination activities.

**I. Referral Activities**

1. TTBH is committed to providing integrated and coordinated care across a spectrum of services in a manner that is both person-centered and family-centered, consistent with Section 2402(a) of the Patient Protection and Affordable Care Act (ACA), and with the requirements of the TTBH CCBHC demonstration, as implemented by the Texas Health and Human Services Commission (HHSC).
2. Partner agrees to make and/or accept referrals to/from TTBH in order to assist individuals in accessing needed services and resources. If accepting referral, Partner agrees to notify TTBH if at any time it becomes unable to accept new referrals. TTBH agrees to notify Partner of the same.

**II. Care Coordination Processes**

1. The parties will collaborate to conduct treatment planning and care coordination activities in a manner that is person and family-centered.
2. TTBH agrees to provide initial screening, intake, and, as capacity permits, appropriate treatment to clients referred to TTBH for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.
3. If such screening and/or treatment indicate the need for referral to Partner for services, as determined in the sole discretion of TTBH, consistent with requirements of privacy, confidentiality, and consumer preference and need, TTBH will assist clients and/or their families to obtain an appointment with Partner. TTBH will confirm with Partner that the appointment was kept, consistent with the Referral and Communication Protocol described below in Section II.5.
4. TTBH will ensure that clients' preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. TTBH will make reasonable efforts to obtain necessary consent for release of information from clients of TTBH.
5. TTBH and Partner agree to coordinate care for individuals served, making/accepting timely referrals, incorporating consumer preferences and needs for care, allowing TTBH and Partner to track clients and the services they receive, coordinating the transfer of medical records for services, coordinating TTBH's active follow-up and other activities necessary for effective management of care transitions.

6. TTBH will make and document reasonable attempts to screen all clients who are referred for outpatient services within 24 hours and to schedule intake for individuals in need within 10 business days. TTBH will make all reasonable efforts respond to requests for mental health crisis within 1 hour of request. For all TTBH clients who present as a potential suicide risk, TTBH will provide crisis intervention services, emphasizing smooth transitions to and from emergency department care or psychiatric hospitalization, as indicated. TTBH will coordinate consent and follow-up services with the consumer within twenty-four (24) hours of discharge, which shall continue until the individual is linked to services or assessed to be no longer at risk.
7. TTBH and Partner agree that, to the extent that clients receive care from either Party pursuant to this Agreement, such individuals are considered clients of the Party furnishing the services. Accordingly, each Party agrees to be solely responsible for billing and collecting all payments for such services from appropriate third-party payors, funding sources, and, as applicable, clients, observing the Party's customary billing, collection, and discount/charity care policies.
8. TTBH and Partner agree that each Party shall be responsible for training and competencies of staff employed by the Party and meet all requirements of their respective state laws, statutes, and other standards including but not limited to licensing.

### **III. Insurance and Liability**

1. TTBH and Partner represent and warrant that each Party and its clinicians, if applicable, providing services hereunder are covered by a professional liability insurance policy (malpractice, errors, and omissions) that provides sufficient coverage against professional liabilities that may arise from acts or omissions in connection with or related to the Services that the Party furnishes under this Agreement.

### **IV. Assurance of Patient and Clinician Choice, if Applicable**

1. TTBH and Partner acknowledge and agree that all health and health-related professionals employed by or under contract with either TTBH or Partner retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan and consistent with Section II above, to refer clients to any and all providers who best meet the medical needs of such clients.
2. TTBH and Partner acknowledge that all clients have the freedom to choose (and/or request referral to) any provider of services, and the parties will advise clients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.
3. TTBH and Partner acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither Party has offered or received any inducement or other consideration in exchange for entering into this Agreement. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either Party by the other Party, subject to Section II above.
4. TTBH and Partner remain separate and independent entities. No provision of this Agreement is intended to create, nor shall any provision be deemed or construed to create, a relationship between the parties other than that of independent contractors. TTBH and Partner retain the authority to contract or affiliate with, or otherwise obtain services from, other parties, on either a limited or a general basis.

**V. Term and Termination**

1. This Agreement will be effective on September 1, 2023, and will expire on August 31, 2024, and will thereafter automatically renew for an additional one (1) year term unless written notice of intent not to renew is provided by one Party to the other Party no less than thirty (30) days prior to the expiration of the then-current Agreement in accordance with Section V.
2. Either TTBH or Partner may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.
3. This Agreement may be terminated for cause upon written notice by either TTBH or partner. "Cause" shall include, but is not limited to when the life, health, welfare, or safety of individuals served or its employees is endangered or could be endangered either directly or through the Parties willful or negligent discharge of its duties under this Agreement.

**VI. Privacy and Confidentiality of Consumer Information**

1. TTBH and Partner will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
2. Each Party agrees it shall request clients' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow clients' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
3. This Section VI shall survive termination of this Agreement.

Mission Police Department

Cesar Torres  
Name:  
Title: Police Chief  
Date: 8-25-23

TROPICAL TEXAS BEHAVIORAL HEALTH

W. Terry Crocker  
W. Terry Crocker  
Chief Executive Officer  
Date: 8/28/23

# TROPICAL

TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 S. 24th Avenue  
Edinburg, Texas 78540  
(956) 289-7000

August 21, 2023

Dear Health Care Provider;

Tropical Texas Behavioral Health is committed to providing integrated and coordinated care for its clients. To assist with this effort, TTBH offers this Memorandum of Understanding to collaborate with local primary care physicians, clinics, and other community partners to provide the care needed for our shared patients. There is no cost involved to you.

Enclosed you will find a Memorandum of Understanding that creates an integrated and coordinated care system for clients of both your establishment and Tropical Texas Behavioral Health. Please read through the agreement.

If you are interested in establishing a relationship with Tropical Texas Behavioral Health, please sign and return the attached agreement. We will then execute fully and return a signed copy back to you.

If you have any questions, please contact Michelle Nielsen at 956-289-7278 or email to [contractmanagement@ttbh.org](mailto:contractmanagement@ttbh.org) or [mnielsen@ttbh.org](mailto:mnielsen@ttbh.org).

Thank you,

  
Beatriz Trejo (Aug 21, 2023 13:07 CDT)

**Beatriz Trejo**  
Chief Financial Officer

An Equal Opportunity/Affirmative Action Employer