



AGREEMENT FOR COMPREHENSIVE PSYCHIATRIC EVALUATION AND MEDICATION MANAGEMENT SERVICES

NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES

This Agreement ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), and the Nueces Center for Mental Health and Intellectual Disabilities, a unit of local government in the State of Texas ("MHID"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, the City Council budgeted and approved funding for services in fiscal years (FY) 2023 and 2024 to be provided to citizens through the Nueces Center for Mental Health and Intellectual Disabilities; and

WHEREAS, MHID provides citizens living with mental illnesses with comprehensive psychiatric evaluation and treatment services, medications, and wellness services.

NOW, THEREFORE, City and MHID agree as follows:

- 1. Scope.** MHID shall provide comprehensive psychiatric evaluation services and medication management in Corpus Christi ("Services") for FY 2023 and 2024 in accordance with the scope of work ("Scope of Work") attached to this Agreement as **Attachment A**, the content of which is incorporated by reference as if fully set out here in its entirety. The Services provided during each FY are measured in accordance with the dates of the City's fiscal year periods which, for the avoidance of doubt, are October 1, 2022, through September 30, 2023, for FY 2023 and October 1, 2023, through September 30, 2024, for FY 2024.
- 2. Term.** This Agreement is in effect from October 1, 2022, and continues through the close of business on September 30, 2024. No Services may be provided by MHID following the end date of the Agreement.
- 3. Compensation and Payment.** This Agreement is for reimbursement for Services rendered in an amount not to exceed \$128,000.00, with a maximum amount payable by the City of up to \$64,000.00 per FY 2023 and 2024, respectively. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Invoices must be mailed by MHID, with a copy provided to the Contract Administrator, and addressed as follows:

City of Corpus Christi
Attn: Accounts Payable – Health District
P.O. Box 9277
Corpus Christi, TX 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Dr. Fauzia Khan, Director of Public Health
1702 Horne Rd.
Corpus Christi, TX 78416
Phone: (361) 826-7202
Email: fauziak@cctexas.com

- 5. Insurance.** Reserved.
- 6. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in the budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that a budget item will be adopted, as that determination is within the City Council's sole discretion when adopting each annual budget. Notwithstanding the foregoing and for the express avoidance of doubt, the provision of Services

pursuant to this Agreement is not authorized to be continued after the close of business on September 30, 2024.

7. **Independent Contractor.** MHID shall perform the Services and work required by this Agreement as an independent contractor and shall furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant, or employee of the Contractor be considered an employee of the City.
8. **Amendments.** This Agreement may be amended or modified only in writing executed by an authorized representative of each party.
9. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
10. **Taxes.** MHID covenants to pay all payroll taxes including, but not limited to, Medicare taxes, FICA taxes, and unemployment taxes, and all other taxes applicable to its employees. Upon request, the Contract Administrator shall be provided proof of payment of these taxes within 15 days of such request.
11. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Corpus Christi-Nueces County Public Health District
Dr. Fauzia Khan, Director of Public Health
1702 Horne Rd.
Corpus Christi, TX 78416

IF TO CONTRACTOR:

Nueces Center for Mental Health and Intellectual Disabilities
Attn: Mark Hendrix
3733 S. Port Ave., Bldg. B
Corpus Christi, TX 78415

12. ***To the extent allowed by Texas law, MHID shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officers, employees, and agents (“Indemnitees”) from and against any and all liability, loss, claims, demands, suits, and causes of action of whatever nature, character, or description on account of personal injuries, property loss, or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, reasonable attorneys’ fees, and expert witness fees, which arise or are claimed to arise out of a breach of this Agreement or the performance of this Agreement by MHID or which results from the negligent act, omission or misconduct of MHID or its employees or agents. MHID must, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to the City’s City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind arising or resulting from any said liability, damage, loss, claims, demands, suits, or actions. The indemnification obligations of MHID under this section shall survive the expiration or earlier termination of this Agreement.***

13. **Termination.**

(A) Termination for Cause. The City may terminate this Agreement for MHID’s failure to comply with any of the terms and conditions of this Agreement. The City must give MHID written notice of the breach and

set out a reasonable opportunity to cure. If MHID has not cured within the cure period, the City may terminate this Agreement immediately thereafter without additional notice being provided.

(B) Termination for Convenience. Alternately, the City may terminate this Agreement for convenience upon 30 days' advance written notice to MHID. The City may also terminate this Agreement upon 24 hours written notice to MHID for failure to pay or provide proof of payment of taxes as set out in this Agreement.

14. **Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation stated in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential, or special damages.
15. **Assignment.** No assignment of this Agreement by MHID nor of any right or interest contained herein is effective unless the City Manager first gives written consent in advance to such assignment. The performance of Services described in this Agreement by MHID is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
16. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
17. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - (A) this Agreement, excluding its attachments and exhibits if any; then,
 - (B) its attachments, followed by its exhibits;
18. **Certificate of Interested Parties.** MHID agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by the cited statute.
19. **Governing Law.** MHID agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

DocuSigned by:
Mike Davis 4/4/2024
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Mike Davis Date
Chief Executive Officer

CITY OF CORPUS CHRISTI

Josh Chronley Date
Assistant Director – Finance & Procurement

Approved as to legal form:

Assistant City Attorney Date

Attached and Incorporated by Reference:
Attachment A: Scope of Work & Fees

ATTACHMENT A SCOPE OF WORK & FEES

Services to be Provided: Comprehensive Psychiatric Evaluation and Medication Management

Period of Services: Same to be provided for FY 2023 and FY 2024 periods, respectively

Comprehensive Psychiatric Evaluation

A psychiatric evaluation is indicated for the purpose of establishing the initial diagnosis for the client with a history of suspected or previously diagnosed mental illness. This assessment will be performed at least once every 12 months, regardless of the number of times a client has been readmitted.

The evaluation must include an assessment of the client's history, mental status, and disposition in relation to a specific presenting problem or referral question. The examination may include communication with family or other sources, ordering and medical interpretation of lab results, tests and other medical diagnostic studies as appropriate.

The primary purpose of the assessment is to formulate a comprehensive plan, including medication, for the individual. The evaluation includes a discussion with the individual and/or his/her legally authorized representative for the purpose of making a diagnosis and recommending treatment. Medication education that includes the risks, benefits, and side effects of each recommended medication must be explained, and written consent must be obtained for each medication from the individual or legally authorized representative. The assessment includes documentation of all findings in a manner consistent with the standards of MHID and the Joint Commission (TJC). The initial evaluation will be billed as E & M code 90791 or 90792.

Pharmacological (Medication) Management

This service is provided by a physician or other prescribing professional which focuses on the use of medication and the in-depth management of psychopharmacological agents to treat a client's signs and symptoms of mental illness.

- 2.0 Prescribes psychotropic medication;
- 2.2 Monitors the therapeutic effects and side effects of psychotropic medication previously prescribed;
- 2.3 Provides medication education;
- 2.4 Provides minimal psychotherapy;
- 2.5 Monitors the individual's overall medical status;
- 2.6 Monitors other events in the individual's life; and
- 2.7 Reevaluates the individual's diagnosis and treatment plan goals.

This is a reimbursement agreement applicable to each fiscal year (FY 2023 and FY 2024, respectively) in which Services described in this Attachment A are provided. Services must be provided to not fewer than 600 clients/people during each specific FY covered by the Agreement. Once MHID has provided Services to those in need during the applicable FY period, MHID may submit an invoice to the Contract Administrator to request reimbursement. The invoice must include documentation of the Services provided and the expenses incurred by MHID up to a maximum of \$64,000 per FY. The invoice must also include a summary of the Services provided and the number of clients/people served. MHID must also include with the invoice anonymized demographic information including, but not limited to, age, gender, race, and ethnicity for statistical reporting purposes only. MHID shall ensure that no information covered by HIPAA is provided in or accompanying the invoice. Invoices to request reimbursement must be mailed to the address stated in the Agreement, with an electronic copy sent by email to the Contract Administrator.

FOR FY 2023 SERVICES ONLY: The parties acknowledge and agree that supporting documentation, sufficient to meet the requirements for reimbursement, has been submitted by MHID and received by the City as of March, 2024, and is pending final review and release of payment.