



## PROFESSIONAL SERVICES AGREEMENT NO. 6062

### Comprehensive Mental Health Screening & Navigation Support

THIS **Comprehensive Mental Health Screening and Navigation Support 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 ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has agreed to provide Comprehensive Mental Health Screening and Navigation Support services.

NOW, THEREFORE, City and Contractor agree as follows:

#### 1. **Scope of Services.**

- A. Contractor shall provide professional services ("Services") in accordance with the attached Scope of Work & Fees as shown in Attachment A, the content of which is attached and incorporated by reference into this Agreement as if fully set out here in its entirety and as necessary to meet the operational goals, objectives, and needs of the Health Department and Public Health District.
- B. Contractor warrants that all Services shall be performed in accordance with the standard of care used by similarly situated professionals performing similar services under the same designation and/or category of professional license.

2. **Term.** The term of this Agreement is one year, beginning October 1, 2024, and continuing through the close of business on September 30, 2025.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$64,000.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with Attachment A. Invoices must be mailed to the following address, with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
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  
Corpus Christi – Nueces County Public Health District  
Phone: 361-826-7202  
Email: fauziak@cctexas.com

**5. Independent Contractor.**

A. In performing this Agreement, both the City and Contractor shall act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. The Contractor shall perform all professional services as an independent contractor and shall furnish such Services in her/his own manner and method, and under no circumstances nor conditions shall an employee, agent, or representative of either party be considered or construed to be an employee, agent, or representative of the other party. In the event the Contractor believes, at any point, that its performance, duties, or responsibilities create an employment relationship with the City, then, the Contractor shall immediately notify the Contract Administrator.

B. As an independent contractor, the Contractor acknowledges and understands that no workers' compensation insurance shall be obtained by the City covering the Contractor and, further, that he/she/they is/are not entitled to participate in any of the City's employee benefit programs nor are his/her/their spouse nor any dependents entitled to participate.

**6. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said 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 this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

**7. Amendments.** This Agreement may be amended or modified only in writing executed by an authorized representative of each respective party.

**8. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

**9. 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  
Attn: Dr. Fauzia Khan, Director of Public Health  
1702 Horne Rd., Corpus Christi, TX 78416  
Phone: 361-826-7202  
Fax: n/a

**IF TO CONTRACTOR:**

Nueces Center for Mental Health and Intellectual Disabilities  
Attn: Mark Hendrix, Deputy Chief Executive Officer  
3733 S. Port Ave., Bldg. B Corpus Christi, TX 78404  
Phone: 361-886-6900  
Fax: n/a

**10. Indemnification.** Reserved.

**11. Termination.**

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

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

**12. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor 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.

**13. 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.

**14. 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 all attachments and exhibits);
- B. its attachments; then,
- C. its exhibits, if any.

15. **Certificate of Interested Parties.** Contractor 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 to do so by law.
16. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
17. **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**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley  
Assistant Director, Finance - Procurement

Date: \_\_\_\_\_

Approved as to 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 Mental Health Screenings and Navigation Support

Period of Services: Same to be provided for FY 2025 period.

**Scope of Work**

**A. Comprehensive Mental Health Screenings**

1. A mental health screening is indicated for the purpose of identifying potential mental health concerns in clients. This screening will be performed at least once every 12 months, regardless of the number of times a client has been seen.
2. The screening must include an assessment of evidence based. The examination may include communication with evidence-based strategies.
3. The primary purpose of the screening is to identify mental health conditions early, enabling timely intervention and support. The evaluation includes a discussion with the individual and/or their legally authorized representative for the purpose of explaining the screening results and recommending further assessment or treatment if necessary. Written consent must be obtained for each recommended follow-up action from the individual or legally authorized representative. The screening includes documentation of all findings in a manner consistent with the standards of Mental Health and Intellectual Disabilities (MHID) and the Joint Commission (TJC). The initial screening will be billed as {billing number}.

**B. Navigation Support**

1. This service is provided by mental health professionals who assist clients in accessing the appropriate mental health care and resources. The support focuses on ensuring continuous and coordinated care to treat a client's mental health needs effectively.
2. Components of Navigation Support:
  - A. Identifies and connects clients with relevant mental health resources;
  - B. Coordinates care between multiple healthcare providers;
  - C. Assists with scheduling appointments and follow-ups;
  - D. Ensures continuity of care through transitions (e.g., from inpatient to outpatient services).

- C. This is a reimbursement agreement applicable for fiscal year 2025 in which Services described in this Attachment A are provided. Services must be

provided to up to 300 clients/people. 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.