

STATE OF TEXAS

DRAFT

AGREEMENT BETWEEN

ALLEGIANCE BEHAVIORAL HEALTH CENTER OF PLAINVIEW, LLC

D/B/A FREEDOM BEHAVIORAL HOSPITAL OF PLAINVIEW

AND

Lamb, COUNTY, TEXAS

WHEREAS, the parties enter into this agreement under the authority of Chapter 791 of the Texas Government Code and Chapters 571,572,573 and 574 of the Texas Health and Safety Code (“the Texas Mental Health Code”) and any other law, including express and implied authority of each party to engage in the acts and promises contained in this Contract; and

WHEREAS, Allegiance Behavioral Health Center of Plainview, LLC d/b/a Freedom Behavioral Hospital of Plainview (“Freedom”) is a Medicare Certified, fully staffed, in-patient mental health facility, located in Plainview, Texas, within Hale County; and

WHEREAS, sending counties through either a peace officer’s application for detention or a magistrate’s warrant for emergency detention, both under Chapter 573 of the Texas Mental Health Code, may send a mental health patient to Freedom for evaluation and treatment; and

WHEREAS, the patient may receive better mental health treatment--- and the patient’s best interest will be better served and safeguarded if further legal proceedings are conducted in Hale County pursuant to Chapters 573 and 574 of the Texas Mental Health Code, rather than transporting the patient back and forth between Freedom Behavioral Health and the Sending County; and

WHEREAS, further legal proceedings will be conducted by the Hale County Court, the Hale County Attorney’s Office and attorneys ad litem for the patient who practice in Hale County; and

WHEREAS, the subject of this Agreement will benefit the public and the governing body of each county finds that the performance of this Agreement is in the common interest of the parties and the costs provided fairly compensates the party providing services pursuant to this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Hale County will serve as the legal venue for any and all proceedings under the Texas Mental Health Code that relate to a patient sent into hale by the Sending County under

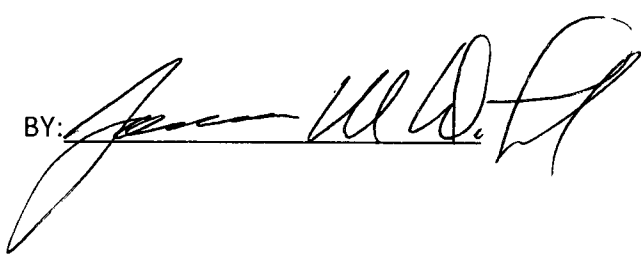
either a peace officer's application for detention or a magistrate's order of emergency detention.

2. The Hale County Attorney's Office will represent the State of Texas in the proceedings, and the Hale County Judge will preside over the proceedings.
3. The Hale County Court will appoint an attorney ad litem to represent the interests of any patient the subject of proceedings under this Agreement.
4. The Sending County will reimburse Freedom Behavioral Health promptly upon invoice for the following expenses associated with any such proceedings under this agreement:
 - A. Clerks Fee **\$137.00**
Texas Local Gov't Code §133.151(a)(1)
 - B. Fee for Associate Judge for probable cause hearing **not to exceed \$200.00**
Texas Mental Health Code §§574.025; 572.017
 - C. Fee for attorney ad litem probable cause hearing or waiver after interview **not to exceed \$200.00**
Texas Mental Health Code §§571.017; 571.018
 - D. Fee for Judge for final hearing **\$50.00**
Texas Mental Health Code §574.031(j)
 - E. Fee for attorney ad litem for final hearing **not to exceed \$200.00**
with jury waiver
Texas Mental Health Code §571.017; 571.018
 - F. Fee for attorney ad litem for additional hearing, such as an application for order to authorize psychoactive medication (if conducted separately) **not to exceed \$150.00**
Texas Mental Health Code §571.017; 571.018
 - G. Prosecutor's expenses **\$50.00**
Texas Mental Health Code §574.031(k)
 - H. In the event of a jury trial (1) jury fee; (2) court reporter; (3) additional fee for attorney ad litem as set by Hale County Court, not to exceed \$100.00 per hour for documented reasonable and necessary attorney services **case-by-case basis**
Texas Mental Health Code §§571.017; 571.018
 - I. Reasonable expenses for transport of patients between Counties (if any and if necessary) **case-by-case basis**
Texas Mental Health Code §571.018
5. This Agreement does not apply to any patient who might have pending criminal charges. A patient with pending criminal charges will remain subject to supervision and jurisdiction of the court and in the county in which those charges are filed. Hale County will not initiate or conduct any proceedings under the Texas Mental Health Code or Code of Criminal Procedure regarding such a patient, unless the Hale County Attorney's Office receives written confirmation of the dismissal of the charge.

6. The parties hereto agree that no joint venture, partnership or other legal relationship exists between the parties, other than the execution of this Agreement to set forth the rights and duties of the parties with regard to the services and expenses described. This Agreement does not create any right, benefit, or cause of action for any third party. Each party retains all immunity from suit or liability for itself and its officers, employees and agents, and any other defense that it or they could assert against any claim or litigation of any sort. Neither party will have liability for the acts or omissions of the other party or its officers, employees or agents, with respect to its performance under this agreement.
7. This Agreement becomes effective upon execution by the parties.
8. This Agreement contains all the agreements of the parties with respect to its subject matter, and no prior oral or written agreements will have any force or effect. The parties may only amend this Agreement by a writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement on this the 17th of July, 2022.

Lamb COUNTY TEXAS

BY: 

**ALLEGIANCE BEHAVIORAL HEALTH CENTER OF PLAINVIEW, LLC
D/B/A FREEDOM BEHAVIORAL HOSPITAL OF PLAINVIEW**

BY: _____

Chief Executive Officer