

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and The Burnet County Jail (Jail) for the provision of psychiatric services provided to inmates of the Burnet County Jail.

I. SCOPE OF SERVICES;

- A. BTCS will provide a qualified staff member to conduct crisis and emergency screenings to inmates presenting with a psychiatric emergency and need for immediate evaluation.
- B. BTCS will provide up to sixteen (16) hours per month of psychiatric services by a licensed psychiatrist or Advanced Practice Registered Nurse. Billable hours include administrative time for paperwork, documentation, and consultation. BTCS will provide the first 8 hours of services during each month at no cost to the Jail. The services provided at no cost to the Jail by BTCS will end on September 30, 2019.
- C. Additional hours beyond those noted in I.B., above, may be added as mutually acceptable upon BTCS receipt of a 30-day notice from the Jail. Services beyond the limit established in I.B., above, may not exceed an additional 8 hours per month. Additional hours are subject to provider availability and Burnet County Jail approval.
- D. BTCS will collaborate with Jail to ensure seamless episode of care and maximize the use of available resources,
- E. Inmates not referred for psychiatric hospitalization can be referred for follow up by the psychiatrist or Advanced Practice Registered Nurse generally available on a weekly basis.
- F. BTCS will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video by a licensed psychiatrist.
- G. BTCS will maintain, provide a copy of, and inform Jail within five (5) business days of any changes to all certifications, licensure, or registrations required by law. In addition, Provider will maintain general and professional liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence.
- H. Both parties will work to maintain coordination between BTCS and Jail based Mental Health Providers.
- I. In the event the Jail prescriber is in a disagreement with the BTCS prescriber and opts to change medical orders, the Jail prescriber will assume full responsibility and any liability for the individual in question. Following the change of any medical order by the Jail prescriber, should the event arise in which the Jail prescriber determines that the individual in question needs to be seen again by the BTCS, only the BTCS's Medical Director may authorize further care.
- J. BTCS will provide services to any presented inmate housed in the Burnet County Jail.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis for Services provided in excess of the eight (8) hours per month indicated above to Jail by the fifteenth (15th) working day following the end of the month services were rendered. The Jail shall pay BTCS for Services provided and verified pursuant to this MOU at the rates identified below and billed according to the terms of this MOU:

Service	Rate
Advanced Nurse Practitioner	\$100/hr or \$25/15 minutes
BTCS – Psychiatrist	\$125/hr
East Texas Behavioral Health Network (ETBHN) – Psychiatrist	\$150/hr
JSA	Negotiated directly with JSA*
*JSA provided services will not be covered under the terms of this Agreement	

Medication costs will be the responsibility of the Jail on all inmates who present for evaluation or review. Burnet County Jail will be responsible for payment on all hours exceeding 8 hours, at the rate indicated within Article II, Payment for Services.

Payment must be made within thirty (30) days after receipt of the monthly statement.

Submission of Invoices:
Burnet County Auditor
133 E. Jackson St
Burnet, TX 78611

Payments shall be made to:
Bluebonnet Trails Community Services
Attn: Accounting Department
1009 N Georgetown St
Round Rock, TX 78664

III. TERM OF AGREEMENT

This Agreement is to begin September 1, 2018 and shall terminate September 30, 2019. It is noted that the 13-month period of this Agreement is to allow for the synchronizing the term of this Agreement with the Burnet County budget cycle. This Agreement may be terminated by either party with a 60-day written notice to the corresponding party.

IV. AMENDMENT

Any change, addition or deletion to the terms of this Agreement shall be in writing and executed by both parties. An executed facsimile copy will be sufficient to evidence the parties' agreement to any change, addition, or deletion to this Agreement.

V. CONFIDENTIALITY

Both parties acknowledge that in receiving, storing and processing or otherwise dealing with any information about clients in the program, they are fully bound by the provision of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR.

Both parties agree to undertake to resist in judicial proceeding any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 CFR, Part 2.

VI. INDEMNIFICATION

BTCS hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless Jail and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any negligent acts of BTCS or BTCS's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

Jail hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless BTCS and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any

negligent acts of Jail or Jail's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

VII. NOTICE

All notices and correspondence given pursuant to this MOU must be in writing and sent to the following individuals and addresses;

Bluebonnet Trails Community Services
Attn: Andrea Richardson, Executive Director
1009 N. Georgetown St
Round Rock, TX 78664-3289

Burnet County
Attn: Judge James Oakley
220 S Pierce St
Burnet, TX 78611

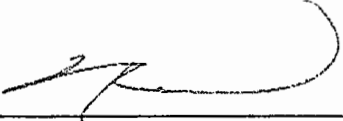
VIII. GOVERNING LAW

The laws of the State of Texas will govern this MOU. Venue shall be in Williamson County, Texas.

IX. BINDING AUTHORITY

The individuals represented by the BTCS and Jail signatures below represent that they have full authority to enter into this MOU.

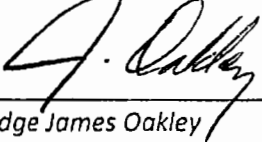
In signing this MOU, BTCS and Jail affirm their mutual goal is to provide substance abuse intervention and treatment services to individuals and their families.



Andrea Richardson, Executive Director
Bluebonnet Trails Community Services

9/19/18

Date



Judge James Oakley
Burnet County Judge

9/26/18

Date