

#18

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 1st^t through 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 4/4/2019
Commissioners Court Date: 4/9/2019

Requested by: Oakley/Boyd/Sorensen

AGENDA ITEM: Discussion and/or action for FY2019 MOU with Burnet County, Burnet County Sheriff's Office and Bluebonnet Trails Community Services for \$110,030 for Crisis Diversion program.

Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

BURNET COUNTY CRISIS DIVERSION PROJECT

Memorandum of Understanding

THIS AGREEMENT, is made and entered into by and between **Burnet County**, the **Burnet County Sheriff's Office** and Bluebonnet Trails Community MHMR Center, DBA **Bluebonnet Trails Community Services** and hereinafter collectively referred to as ("the Parties").

WHEREAS, the **Bluebonnet Trails Community Services** is committed to developing a partnership with Law Enforcement to provide the Burnet County community with accessible, efficient and effective services to those persons in crisis situations by working together with the **Burnet County Sheriff's Office** to provide intervention and security that support the dignity and independence of those they serve;

WHEREAS, the **Bluebonnet Trails Community Services** believes in the need to collaborate with community partners to ensure integrated services will address the challenges facing families involved with the veteran, judicial and protective services systems due to mental health disorders and chemical dependency; and/or families and individuals involved in the criminal legal system due to mental health disorders";

WHEREAS, the **Burnet County Sheriff** is prepared to use his expertise and staff to provide a commissioned full-time specialty trained deputy (see attached Job Description) to provide the aforementioned intervention and security services for the mental health consumer and staff of **Bluebonnet Trails Community Services**;

WHEREAS, the **Burnet County Commissioners Court** believes that the immediate availability of professionals triaging the persons in crisis as well as enhanced mobile crisis outreach will greatly contribute to crisis prevention and reducing utilization of more intensive, more restrictive emergency services, thereby benefiting the community at large.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

I. Responsibilities of the Burnet County Sheriff's Office

- A. The **Burnet County Sheriff's Office** (the "BCSO") agrees to provide a licensed peace officer certified under Section 1701.404, Occupations Code to perform duties pursuant to applicable sections of the Texas Mental Health Code.
- B. In the performance of these duties, the BCSO shall:
 - 1) Contribute the use of a properly equipped police vehicle suitable for use, to be utilized by the Crisis Intervention Officer for transportation about the county and locations that necessity and responsibilities may require;

- 2) Provide whatever administrative support and assistance as may be required to fulfill the needs of the Parties;
 - 3) Provide the mandated in-service training and any additional training pertinent to the Texas Mental Health Code; and
 - 4) Provide the same basic and necessary equipment for the officer to perform his/her duties consistent with current Burnet County Sheriff's Office policies and procedures.
- C. The law enforcement officers and other personnel, who provide services pursuant to this Agreement, are employees of the BCSO and the BCSO shall maintain supervisory control and command over such employees. In the performance of their duties, the law enforcement officers will ensure collaboration with **Bluebonnet Trails Community Services** in successfully achieving the outcomes specified within the Medicaid 1115 Transformation Waiver to ensure funding is available to support this Memorandum of Understanding.

II. Responsibilities of Bluebonnet Trails Community Services

A. Bluebonnet Trails Community Services agrees to the following:

- 1) Provide secure and adequate office space with designated locking file space to the Crisis Intervention Officer to carry out his/her duties and further permit access to all necessary facilities;
- 2) Coordinate and assist with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- 3) Refer any comments, criticism, suggestions or recommendations concerning the assigned Crisis Intervention Officer's assignments or performance as soon as possible to the Burnet County Sheriff and/or his designee.

III. Agreement by the Parties

- A. Parties understand that this agreement is based on reimbursement and that **Burnet County** will pay project expenses and request reimbursement from **Bluebonnet Trails Community Services**.
- B. It is expressly understood, the assigned Crisis Intervention Officer's salary shall be commensurate with the same rate, classification, and benefits as set forth by the Commissioner's Court of Burnet County Texas each fiscal year during the life of this agreement.

- C. For the period of this Agreement, the **Bluebonnet Trails Community Services** shall pay the **County** actual costs not to exceed \$ **110,030** based on the currently calculated salary, benefits equipment and supplies per deputy, for services rendered by the BCSO pursuant to this Agreement.
- D. The **County** shall bill **Bluebonnet Trails Community Services** quarterly and **Bluebonnet Trails Community Services** shall pay the County for the services rendered within 30 days of the billing date.
- E. Nothing in the Agreement shall be construed to waive the Sheriff, or Bluebonnet Trails MHMR Center, its past or present Board of Trustees', Commissioners Court, their agents' or employees immunity from any suit as provided by law.
- F. This Agreement shall commence on September 1, 2018 and shall run through August 31, 2019. In the event Demonstration Year 7 through the Medicaid 1115 Transformation Waiver is not approved or extended, the contract terminates on August 31, 2019.
- G. **Bluebonnet Trails Community Services** shall pay for services rendered by the **County** from current revenue funds earned by collaboratively and successfully achieving the outcomes Medicaid 1115 Transformation Waiver, the Waiver funding this Memorandum of Understanding, available to **Bluebonnet Trails Community Services**.
- H. Either party may terminate this Agreement with 30 days' notice, with or without cause. Upon termination of this agreement, neither party shall have any obligations to the other party, except to pay for services already rendered.
- I. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

COUNTY: **Sheriff Calvin Boyd** (or successor)
 Burnet County Sheriff's Office
 1601 E Polk St.
 Burnet, Texas 78611

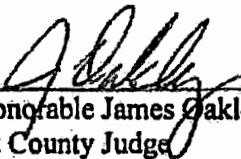
Copy to: **Judge James Oakley** (or successor)
 Burnet County Judge
 220 S Pierce St.
 Burnet, Texas 78611

BLUEBONNET TRAILS: **Andrea Richardson** (or successor)
 Executive Director
 1009 Georgetown St.
 Round Rock, Texas 78664

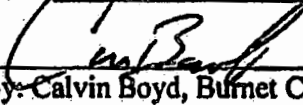
- J. If any provision of the Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the Agreement.
- K. The waiver by either party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
- L. This is the entire agreement between County and Bluebonnet Trails Community Services. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF BURNET COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS AGREEMENT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE BURNET COUNTY COMMISSIONERS COURT.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

BURNET COUNTY, TEXAS


By: Honorable James Oakley
Burnet County Judge

Date: 4-9-2019


By: Calvin Boyd, Burnet County Sheriff

Date: 4-17-19

BLUEBONNET TRAILS COMMUNITY SERVICES


By: Andrea Richardson, Executive Director

Date: April 23, 2019

BCSO CRISIS DIVERSION PROJECT
FY 19 BUDGET

<u>Personnel</u>	
Mental Health Deputy	55,037
Overtime	<u>5,000</u>
Total Personnel	60,037
 <u>Fringe Benefits</u>	
FICA/MDCR	4,593
Group Insurance	10,879
Retirement	6,730
Worker's Compensation	1,206
Unemployment Insurance	138
Supplemental Death Benefits	<u>186</u>
Total Fringe Benefits	23,732
 <u>Supplies</u>	
Operating Supplies	300
Gasoline/Oil/Etc.	7,500
Tires/Tubes/Batteries	<u>1,000</u>
Total Supplies	8,800
 <u>Other Charges & Services</u>	
MHMR Transports	10,691
Vehicle Insurance	425
Brochures	425
Computer	4,000
Veh Repair and Maint	1,000
Internet Svc Provider	<u>920</u>
Total Other Charges & Services	17,461
 Total BCSO CRISIS DIVERSION PROJECT	 110,030