

2010

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: 11/20/2024
Commissioners Court Date: 11/26/24

Requested by: Oakley/ K.Smith

AGENDA ITEM: Approval and signing of the FY 2025 Interlocal Agreement (ILA) with Burnet County and Bluebonnet Trails Community Services for Burnet County Jail's Court-Ordered Mental Health Assessment for \$30 per assessment. The ILA period is 10/1/24 – 8/31/25.

Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

BLUEBONNET TRAILS COMMUNITY SERVICES

Mental Health Jail Based Services

Interlocal Agreement

This Memorandum of Understanding for the provision of certain psychiatric services to inmates in the **Burnet County Jail** is made and entered into, by **Burnet County, Texas** (County) and **BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS)** which are political subdivisions of the State of Texas.

Bluebonnet Trails Community Services and Burnet County hereby enter into the following agreement pursuant to authority contained in Sections 533.034 and 533.037 of the Texas Health and Safety Code.

I. SCOPE OF SERVICES

- A. BTCS will provide qualified mental health professionals to conduct crisis and emergency screenings to inmates presenting with a psychiatric emergency and need for immediate evaluation.
- B. BTCS will collaborate with the Burnet County Jail to ensure a seamless episode of care and maximize the use of available resources.
- C. Inmates not referred for psychiatric hospitalization may be referred for follow-up with the jail's mental health provider, when appropriate.
- D. BTCS will maintain, provide a copy of, and inform the County 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.
- E. Both parties will work to maintain coordination between BTCS and jail-based Mental Health Providers.
- F. BTCS will provide services to any presented inmate housed in the Burnet County Jail.
- G. In addition to mental health crisis screening services, BTCS will provide written reports with information about defendants suspected of having a mental illness or intellectual disability. These reports are based on screenings prompted by either a 16.22 Order, or a positive match during a Continuity of Care Query (CCQ) in the State's Database. BTCS will provide electronic copies of screenings in a format that may not be altered to Jail Administration to oversee the entry of these documents into the jail's electronic health record.
- H. If a judge orders BTCS to conduct a mental health interview and collect information for a mandatory assessment in response to the Texas Code of Criminal Procedure Article 16.22 (as enacted by House Bill 601, 86th Texas Legislative Session), the county shall reimburse BTCS at \$30 per assessment. BTCS will provide electronic copies of assessments back to the magistrate in a format that may not be altered.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis for Services provided to County by the fifteenth (15th) working day following the end of the month services were rendered. The County shall pay BTCS for Services provided and verified pursuant to this Agreement at the rates identified below and billed according to the terms of this Agreement:

Service	Rate
Court-Ordered Mental Health Assessment	\$30/assessment

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. MEDICATION REIMBURSEMENT

If the Jail would like to seek reimbursement for a period not to exceed ninety (90) days for medication for persons returning to the Jail from a state hospital after receiving competency restoration services:

- A. The Jail will notify BTCS when an individual is sent from the Jail to a state hospital for 46B competency restoration.
- B. The Jail will submit to BTCS a copy of the State Hospital Discharge Plan and a completed 46B Medication Request (Attachment A) via email (jail@bbtrails.org) within seven (7) days of the individual's return to the Jail after the individual is deemed competent to stand trial.
- C. For Detainees returned to the Jail as competent and awaiting trial, BTCS will request approval from the Texas Health and Human Services Commission (HHSC) or Texas Correctional Office on Offenders with Medical and Mental Impairments (TCOOMMI) to reimburse the Jail for up to 90 days of the medication, as prescribed upon discharge by the State Hospital. Reimbursement is based on authorization by HHSC/TCOOMMI and dependent upon availability of state fiscal year funding.
- D. The Jail will submit an invoice to BTCS via email (jail@bbtrails.org) within 10 days of month-end which includes itemized medication costs incurred by the Jail the previous month.
- E. Based on submission of required documentation from the Jail and HHSC/TCOOMMI approval, BTCS will reimburse the Jail on a monthly basis.
- F. Reimbursement for each Detainee will conclude once the Jail has been reimbursed for 90 days of medication or once the Detainee is released from Jail, whichever occurs first.
- G. BTCS reserves the right to request proof of the Jail's expenditures specific to those defendants who are committed under the Texas Code of Criminal Procedure, Chapter 46B and who will receive medications under this Agreement.

IV. TERM OF AGREEMENT

This Agreement is to begin October 1, 2024 and shall terminate August 31, 2025. It is noted that the period of this Agreement is to allow for the synchronizing of 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.

V. 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.

VI. 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.

VII. INDEMNIFICATION

BTCS hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless County 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.

County 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 Burnet County or Burnet County Jail 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.

VIII. NOTICE

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

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

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

IX. GOVERNING LAW

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

X. BINDING AUTHORITY

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

This agreement shall be effective on the date of execution.

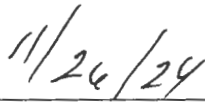
Executed this ____ day of _____, 2024.

Andrea Richardson, Chief Executive Officer
Bluebonnet Trails Community Services



Judge James Oakley
Burnet County Judge

Date



Date

Attachment A
46B Medication Request

[illegible]