BLUEBONNET TRAILS COMMUNITY SERVICES

Mental Health Jail Based Services

Interlocal Agreement

This Interlocal Agreement 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), collectively referred to as the "Parties",** 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 the rate specified in the rate table in this agreement. BTCS will provide electronic copies of assessments back to the magistrate in a format that may not be altered.

II. FREEDOM OF CHOICE

The parties agree that individuals referred to one another retain the right to choose among qualified providers. The parties shall inform individuals of this right, shall not require individuals to receive services exclusively from either party, and shall not engage in practices that direct or steer individuals to specific providers in a manner that limits free choice.

III. PAYMENT FOR SERVICES

BTCS will submit billing statements monthly 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:

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.

VII. 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.

VIII. 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.

IX. 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: Mike Maples, Chief Executive Officer
1009 N. Georgetown St.
Round Rock, TX 78664-3289

Burnet County
Attn: Judge Bryan Wilson
220 S Pierce St.
Burnet, TX 78611

X. GOVERNING LAW

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

XI. BINDING AUTHORITY

Attachment A
46B Medication Request

Service Month & Year (YYYYMM)	Component Code (###)	SID # or CARE ID#	Medication Recipient Name (Last, First, Middle Initial)	Medication Name	Number of Days Supply	Amount Requested
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
	460					
TOTAL						$0.00