

WILLIAMSON COUNTY JAIL-BASED COMPETENCY RESTORATION PROGRAM AGREEMENT

THIS WILLIAMSON COUNTY JAIL-BASED COMPETENCY RESTORATION PROGRAM AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("County") and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES ("BTCS") (the "Parties").

WITNESSETH:

WHEREAS, the State of Texas contracts with Local Mental Health Authorities to ensure provision of mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County, Texas and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County, Texas; and,

WHEREAS, the County, under the direction and control of the Williamson County Sheriff's Office, operates and manages the Williamson County Jail ("Jail") and detains inmates that are defendants charged with a crime and awaiting trial; and

WHEREAS, various inmates of the Jail are, from time to time, adjudicated incompetent to stand trial, typically due to an active mental illness or intellectual disability; and

WHEREAS, once adjudicated incompetent to stand trial, the prosecution of a case is interrupted until the inmate is treated and competency is restored; and

WHEREAS, the state hospital system would provide the most intensive level of psychiatric care for defendants in the Jail, but due to a sharp decrease in available state hospital beds, many defendants are waiting weeks, months and sometimes years for admission to a state facility and the resulting wait list of such defendants creates cost burdens for the Jail and Williamson County Court Systems, as well as loss of valuable time for delivery of appropriate care readying the defendant to stand trial;

WHEREAS, Chapter 46B of the Texas Code of Criminal Procedure allows for inpatient or outpatient commitment for restoration to competency with a return to the criminal justice system for trial;

WHEREAS, through collaboration and cooperation, the County, acting through the Williamson County Sheriff's Office, and BTCS, have developed the Williamson County Jail-Based Competency Restoration Program ("Program") that is a curriculum-driven, jail-based evaluative and therapeutic restoration program to address both the wait times of Williamson

County defendants found incompetent to stand trial and the cost burdens for the Jail and Williamson County Court Systems, as well as loss of valuable time for delivery of appropriate care readying Williamson County defendants to stand trial; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. PROGRAM PURPOSE AND PROGRAM GOALS

- A. Purpose of Program. The Program presents a collaborative effort by the Parties to develop a competency restoration program between the Jail, Williamson County District Courts and BTCS directing and coordinating the Program restoring Williamson County defendant's competency to stand trial. Ultimately, the goal is for restored competency demonstrating readiness to stand trial or other decision of the courts. This Program is supported by experienced Williamson County District Judges presiding over an existing Felony Docket and court task force comprised of prosecuting and defending attorneys and mental health professionals addressing complex needs of Williamson County defendants with active mental illness and/or intellectual disability in the Jail.
- B. Program Goals. The Program is intended to divert Williamson County Defendants with acute symptoms of mental illness or intellectual disability from incarceration and involvement with the justice system through court-ordered treatment in a defined forensic unit within the Jail, under the care of an experienced psychiatric team. Ordered by the Williamson County District Courts and guided by BTCS's forensic psychologist, the eligible participants will transfer from the general population in the Jail to the Program's specialty unit located within the Jail. When the participant achieves the Program education goals and is found competent or determined to be unrestorable, the participant will return to general population – ready to stand trial or for another decision of the court. Through this program, the Program goals are to:
- Reduce wait times and admissions to state-operated facilities for inmates deemed incompetent to stand trial (IST);
 - Provide a cost-effective alternative to competency restoration in a mental health facility or residential care facility;
 - Minimize or ameliorate the stress of incarceration to the extent possible for participants in the Program and impact on the Jail operations and Jail personnel;
 - Minimize risk of transfer of a defendant to another secured location within the Jail rather than a transfer to a lesser secured environment outside of the Jail;
 - Increase prompt access to clinically appropriate competency restoration services for a participant determined to be incompetent to stand trial;
 - Improve outcomes by addressing criminogenic risk and needs within the treatment plan and improving independent daily functioning;
 - Divert from the criminal justice system, reducing pressure on – and costs for – the Jail and County's court systems;
 - Reduce recidivism by addressing criminogenic risks and needs;

- Reduce the number of persons on the state hospital clearinghouse waiting list for critically needed inpatient competency restoration services;
- Reduce the number of bed days in state hospitals that would have been accessed by participants, thereby freeing access to state hospital beds; and
- Increase public safety and manage costs by reducing reoccurring arrest, incarceration and state hospitalization.

2. TERM OF AGREEMENT

This Agreement shall be effective October 1, 2024 shall continue thereafter in force until September 30, 2025, unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

3. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachments A & B, made a part of this Agreement.

4. FUNDING

The Parties agree this Agreement and the Program are supported by funding from the Texas Health and Human Services Commission (HHSC) and that neither party shall be obligated to pay any funding to the other party.

5. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

6. MISCELLANEOUS

- A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
- B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records and information which discloses the identity of any person served, in accordance with applicable federal and state law.
- C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations,

including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.
- Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in

this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.

- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

- D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.
- E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.
- F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.
- G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.
- H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.
- I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o CHIEF EXECUTIVE OFFICER
1009 NORTH GEORGETOWN STREET

ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

- J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.
- K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
- L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.
- M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.
- N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

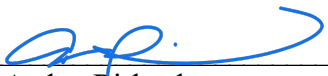
By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: _____
Andrea Richardson,
Chief Executive Officer

Date: November 1, 20 24

ATTACHMENT A

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF BTCS

BTCS shall:

1. During the hours of 8:00am – 5:00pm, Monday-Friday, provide the licensed and trained professional staff necessary to provide the evaluations, assessments, curriculum-driven therapies and programming for eligible individuals entering the Jail Based Competency Restoration (JBCR) Program.
2. Monitor progress of the participant; report progress and outcomes to the Williamson County District Courts, the Jail and Texas Health and Human Services Commission; assess competency; and coordinate care in the least restrictive setting within a comprehensive continuum of mental health care.
3. Participate in routine meetings of the Williamson County JBCR Workgroup with members including representatives from the Jail, Court and BTCS for the purpose of collaborating and reporting on eligibility criteria, work flow, communication (verbal and electronic) and progress.
4. Based on the eligibility criterion agreed upon by Williamson County JBCR Workgroup, admit all eligible Williamson County inmates unless one or both of the following conditions occurs:
 - (a) the program is at its physical capacity and is unable to admit eligible Williamson County inmates to the program at this time; and/or
 - (b) the current milieu (physical and psychiatric needs of the current inmate participants) is not conducive to adding the eligible inmate at this time.
4. Should a pause to admit an eligible individual be necessary for successful participation and/or a safe milieu, advise the Williamson County JBCR Workgroup of the reason(s) and the length of time of the pause before admitting the eligible inmate.

ATTACHMENT B

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF COUNTY

County shall:

1. Provide a secured, therapeutic location within the Williamson County Jail meeting the needs of the individuals eligible for the Jail Based Competency Restoration (JBCR) Program and conducive for BTCS to deliver the Program.
2. Provide the security and operations necessary to comply with Texas Jail Standards; and the staff to ensure oversight of the JBCR Program participants.
3. Participate with the Williamson County JBCR Workgroup determining the number of eligible inmates who may enter the JBCR Program based on meeting the eligibility criterion, as well as consideration of the physical capacity of the designated pod to achieve Texas Jail Standards and Article I.B. Program Goals, within Agreement.