



AGENDA ITEM

November 17, 2014

Consider, possibly approve and authorize the County Judge to execute and receive and file Amended Inter-local Cooperation Agreement between Spindletop Center and Jefferson County for services of a Mental Health Officer.



AGENDA ITEM

October 27, 2014

Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Contract between Jefferson County, Texas and Spindletop Center for services of a Mental Health Officer.

STATE OF TEXAS

COUNTY OF JEFFERSON

§
§ INTERLOCAL COOPERATION
CONTRACT

This **Agreement** is made and entered into by and between **Spindletop Center**, a unit of local government whose principal office is in **Beaumont, Jefferson** County, Texas, "**Center**" and the **County of Jefferson**, a political subdivision of the State of Texas ("**County**"). The purpose of this **Agreement** is to fund a **Mental Health Liaison** position for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Center, a community **Center** and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement**.

In consideration of the mutual **Agreements** contained herein, the parties agree as follows:

November 1
I.
TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on *November 1, 2014* ~~January 1, 2015~~ and shall automatically renew on ~~January 1~~ of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.
SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Texas Department of State Health Services (DSHS) and Department of Aging and Disability Services (DADS), respectively. Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of **Jefferson County**, Texas. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide a **Sheriff's** deputy as a **Mental Health Liaison** assist in fulfilling its mission and for providing other duties.

Responsibilities of the County:

The **County**, by and through the Jefferson County Sheriff Department, agrees to provide a **Mental Health Liaison** deputy, or deputies as agreed upon, ("**Liaison**") for the Mental Health Liaison program. The **Liaison** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code.

The **Liaison's** primary responsibilities will include:

- Assisting the **Center** Continuity of Care team with County Jail and hospital follow-ups;
- Assisting the **Center** Mobile Crisis team when they respond to crisis calls in the community;
- Assisting the **Center** PATH and CSS teams when they respond to calls in the community;
- Responding to calls from **Sheriff's** Office dispatches for the **Center** teams;
- Assisting **Center** clinical staff when working with aggressive or difficult clients; and
- Serving as a liaison with law enforcement and judicial entities.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaison** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training and collaborate with the **Center** on any additional training pertinent to the Texas Mental Health Code;
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement, Article 13 Uniforms, safety, and equipment; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**. In the performance of their duties, the law enforcement officer(s) will ensure collaboration with **Center** in successfully achieving the outcomes specified within the Medicaid 1115 Transformation Waiver to ensure funding is available to support this Memorandum of Understanding. Copies of all reports submitted to Texas Health and Human Services Commission ("HHSC") and Centers for Medicare and Medicaid Services ("CMS") shall also be submitted to the **County Sheriff**.

Responsibilities of the Center:

Center agrees to fund a clinician for the Mental Health Liaison program. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a liaison for law enforcement entities (such as police department, local justices of the peace, and county judges) to the local community mental health system;

- Providing secure and adequate office space with designated locking file space to the Liaison to carry out his/her duties and permit access to all necessary facilities;
- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the Liaison's assignments or performance as soon as possible to the **Jefferson County Sheriff**, or his designee.

III. TERMINATION

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for all funding required for the **Liaison's** position, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

IV. DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by **Center**. The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center**.

V. PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the Sheriff's compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association. The Compensation will pay **one hundred percent (100%)** of the cost to the **County** for supplying the law enforcement services, including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the agreement. This payment will not exceed the total budgeted amount of **One Hundred Thousand dollars (\$100,000)** per fiscal year unless prior written approval is granted from the **Center** to the **County**.

In addition, the **Center** also agrees to compensate **County** for hours worked in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay.

Center agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center's** obligation to make timely payments.

Center agrees to restrict as part of the Center's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis.

County, acting through the **County Auditor's Department**, will submit a quarterly billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701**. **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

VI. **BOOKS AND RECORDS**

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by DSHS and DADS during normal business hours.

VII. **CENTER CONTRACT REQUIREMENTS**

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Attached is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

VIII **VENUE**

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County, Texas**.

IX. **NOTICES**

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

X.
EXECUTION BY SHERIFF

Sheriff Mitch Woods signs this **Agreement** to evidence his willingness to abide by all terms and conditions imposed upon the **Sheriff's Office**.

SIGNATURE PAGE TO FOLLOW

Executed this 27th day of OCTOBER, 2014.

SPINDLETOP CENTER

By: _____

Charlie Harris, Ph.D.
Executive Director

Address: 655 S. 8th St Beaumont, TX 77701

COUNTY OF JEFFERSON

By: _____

Jeff Branick, County Judge

JEFFERSON COUNTY SHERIFF'S OFFICE

By: _____

Mitch Woods, Sheriff

Attest: _____

Carolyn L Guidry, County Clerk

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701



I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF SPINDLETOP CENTER IN OPEN MEETING ON THE ____ DAY OF _____, ____.

Billy Pruett
Secretary to the Board of Trustees

EXHIBIT B
TAC §412.57

Texas Administrative Code

<u>TITLE 25</u>	HEALTH SERVICES
<u>PART 1</u>	DEPARTMENT OF STATE HEALTH SERVICES
<u>CHAPTER 412</u>	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
<u>SUBCHAPTER B</u>	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	Provisions for Community Services Contracts

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

- (1) the contract term;
- (2) the community service(s) to be purchased;
- (3) the identification of all parties;
- (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
- (5) the method of payment;
- (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
 - (A) Title VI of the Civil Rights Act of 1964;
 - (B) Section 504 of the Rehabilitation Act of 1973;
 - (C) the Americans with Disabilities Act of 1990 (ADA); and
 - (D) the Age Discrimination in Employment Act of 1967;
- (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;

(8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;

(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;

(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);

(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;

(12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, **Employees**, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and

Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and
(2) that if an applicant, **Employee**, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, **Employee**, or volunteer, including terminating or removing the **Employee** or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845