

AUG 24 2020

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

Submission Deadline - Tuesday, 12:00 PM before Court Dates

**SUBMITTED BY:** Sheriff Adam King

**TODAY'S DATE:** 08/12/2020

**DEPARTMENT:** Sheriff's Office

**SIGNATURE OF DEPARTMENT HEAD:**

*Adam King*

**REQUESTED AGENDA DATE:** 08/24/2020

**SPECIFIC AGENDA WORDING:** Consideration of Interlocal agreement with Pecon Valley for transportation of individuals experiencing a mental health crisis.

**PERSON(S) TO PRESENT ITEM:** Sheriff King or his designee.

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 5 minutes

**ACTION ITEM:**  \_\_\_\_\_

**WORKSHOP:** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:**

**IT DEPARTMENT:** \_\_\_\_\_

**AUDITOR:**  \_\_\_\_\_

**PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_

**BUDGET COORDINATOR:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date 08/12/2020



August 7, 2020

Coke Beatty, Executive Director

- Please have the County Commissioners Court approve this Interlocal Cooperation Contract with Pecan Valley Centers.
- Print two copies and Judge's signature is required on both copies.
- Complete Performing Agency Staff Person Information above the signature line.
- Return both copies to Pecan Valley Centers, Attention Dottie Moore, P.O. Box 729, Granbury, TX 76048
- The current contract between the County and Pecan Valley Centers will expire August 31, 2020.
- For questions please contact Dottie Moore, Contract Manager, 817-589-4399 or [dmoore@pecanvalley.org](mailto:dmoore@pecanvalley.org)

Thank you.

Dottie Moore, Contract Manager  
Pecan Valley Centers  
PO Box 729  
2101 W. Pearl Street  
Granbury, TX 76048  
Phone: 817-579-4399  
Cell: 623-326-2029  
Fax: 817-579-4410

**PECAN VALLEY MHMR REGION  
(d.b.a.) PECAN VALLEY CENTERS  
FOR BEHAVIORAL AND DEVELOPMENTAL HEALTHCARE**

**INTERLOCAL COOPERATION CONTRACT**

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code Chapter 791.

**I. CONTRACTING PARTIES:**

The Performing Agency: Johnson County Texas

The Receiving Agency: Pecan Valley MHMR Region (d.b.a.)  
Pecan Valley Centers for Behavioral and  
Developmental HealthCare

**II. STATEMENT OF SERVICES TO BE PERFORMED BY THE PERFORMING AGENCY:** Johnson County, acting through Johnson County Sheriff's Office, as the performing agency, will provide detention and/or transportation services for individuals in Johnson County that are experiencing a mental health crisis event as follows:

- A. All detention and/or transportation services will be provided in accordance with the current Edition to the Texas Laws Related to Mental Health.
- B. Will ensure that detention and transportation services are carried out by a peace officer/ corrections officer with appropriate and current professional and educational qualifications, certifications, registrations, and/or licenses that apply to the duties required for the performance of the services outlined in this contract.
- C. To qualify for payment, the detention and transportation service must be due to a mental health crisis event that has been identified and authorized by a Pecan Valley Centers Administrator on-call.
- D. Client information will be kept confidential in accordance with all applicable State and Federal laws, statutes, and regulations protecting the confidentiality of such information, including 42 C.F.R., Part 2.
- E. The Performing Agency will complete all data fields on the Pecan Valley Centers Crisis Detention/Transportation Data Log (see attachment). This log will act as a

payment voucher. Each event will require a separate Data Log. Claim forms will be submitted to Pecan Valley Centers by the 10<sup>th</sup> of each month to:

Pecan Valley Centers  
Attention: Accounts Payable  
P. O. Box 729  
Granbury, Texas 76048-0729

**III. STATEMENT OF SERVICES TO BE PERFORMED BY THE RECEIVING AGENCY: PECAN VALLEY CENTERS retains responsibility for meeting performance measures and data requirements. PECAN VALLEY CENTERS will:**

- A. Provide an Administrator on-call to authorize contracted services 24/7.
- B. Provide mental health training to peace officers on an as needed basis.
- C. Provide qualified mental health (QMHP) staff to assist peace officers in identifying a mental health crisis event.
- D. Provide qualified administrative staff to answer questions related to this contract (i.e., billing or personnel issues).

**IV. BASIS FOR CALCULATING REIMBURSABLE COSTS:**

In consideration of the delivery of services as described above, the receiving agency agrees to the following:

- A. Payment of an individual case rate of \$25.00 per hour for detention and transportation services authorized by Pecan Valley MHMR Administrator on-call, with a minimum guarantee of \$50.00. This rate is based on an approximate cost that the Performing Agency pays its individual employees on an hourly basis.
- B. Payment will be for service time only. Payment for services is conditioned upon the Performing Agency completing the documentation necessary for Pecan Valley Centers to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required.
- C. Pecan Valley Centers makes no projections regarding the frequency, quantity and duration of these services. Pecan Valley Centers also makes no guarantee to the extent that State funds will be available to reimburse the Performing Agency for its services.

**V. CONTRACT AMOUNT:**

The total amount of this contract shall not exceed \$25,000.00.

**PAYMENT FOR SERVICES:**

Payment for reimbursable costs shall be billed monthly. Payment is due 30 days from the date of the invoice.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

**VI. TERM OF CONTRACT:**

The Contract is to begin September 1, 2020 and shall terminate, August 31, 2021. There is an option to renew for additional time if agreed to by both parties and State Crisis Redesign funds are available to the Receiving Agency (Pecan Valley Centers).

Either party may terminate this agreement upon giving thirty (30) days written notice to the other party. Following written notification of intent to terminate and until the agreed upon date of termination, performing agency will continue to have the responsibility to provide services under this Contract and receiving agency will continue to have the responsibility to pay for the services in the manner specified in this Contract.

**THE UNDERSIGNED CONTRACTING PARTIES** do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

**RECEIVING AGENCY AND ITS AGENCY** further certify that it has the authority to contract for the above services by authority granted in Title 7, Chapter 534: Texas Health and Safety Code and Current Appropriations Act.

**PERFORMING AGENCY AND ITS AGENT** further certify that it has the authority to perform the services contracted for by authority granted in Title 7, Chapter 534: Texas Health and Safety Code and Current Appropriations Act

VII. CONTACT INFORMATION FOR COMMUNICATION REGARDING THIS INTERLOCAL CONTRACT:

Receiving Agency Staff Person

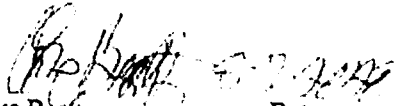
Coke Beatty, Executive Director  
P. O. Box 729  
Granbury, Texas 76048-0729  
(817) 579-4400 Phone  
(817) 579-4410 Fax  
[cbeatty@pecanvalley.org](mailto:cbeatty@pecanvalley.org)

Performing Agency Staff Person:

Name Sergeant Bret Baker  
Address 1102 E Kilpatrick  
Cleburne TX 76031  
Phone 817-556-6058 ext 3535  
Fax 817-556-6051  
Email Bret B @johnsoncountytx.org


VIII. SIGNATURES BINDING AGREEMENT

RECEIVING AGENCY:

  
Coke Beatty  
Executive Director

Date

PERFORMING AGENCY:

  
Designated Authority

Date

08/24/2020

**PECAN VALLEY CENTERS  
CRISIS TRANSPORTATION DATA LOG/PAYMENT VOUCHER**

Date of Service:     /     /     (Date should correspond with Start Time)

Start Time: \_\_\_\_\_ End Time \_\_\_\_\_ Total Direct-Time Spent with Client: \_\_\_\_\_

***(CLIENT INFORMATION)***

Client Name: \_\_\_\_\_

**Location**

\_\_\_\_\_ Johnson County    \_\_\_\_\_ ER    \_\_\_\_\_ Jail    \_\_\_\_\_ PV Clinic    \_\_\_\_\_ Other

**Destination** \_\_\_\_\_ NTSH (Wichita Falls)    Private Hospital (Specify) \_\_\_\_\_

**SERVICE PAYMENT INFORMATION**

**Johnson County**

(Payment for contracted services will be at a rate of \$25.00 per hour with a \$50.00 minimum. Contract guidelines for prior authorization must be followed or payment will be denied.)

Hours Worked: \_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Officer's ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Fax to Accounts Payable  
817-379-4407

\_\_\_\_\_  
PV Staff Requesting transport