

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: January 8, 2024

Meeting Date: January 22, 2024

Submitted By: Kristen Lesley

Department: Johnson County Jail

Signature of Elected Official/Department Head:

Adam King

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>
 <b>January 22, 2024</b>

**Description:**

Consider and Approve Care Coordination Agreement Between Pecan Valley  
Centers and Johnson County for Provision of Medications to Defendants  
Committed under Texas Code of Criminal Procedure Chapter 46B and Released  
from a State Facility to Proceed With Trial After a Determination of  
Competency.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(May attach additional sheets if necessary)

**Person to Present:** Sheriff Adam King or Jim Simpson

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 5 minutes

**Session Requested:** (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

**Care Coordination Agreement  
Between Pecan Valley Centers  
And  
Johnson County Jail**

This Care Coordination Agreement is entered into between **Pecan Valley Centers** ("Center"), established and operated as a community center pursuant to Chapter 534, Subchapter A of the Texas Health & Safety Code and designated as a local authority pursuant to Chapter 534 Subchapter B, Health and Safety Code and the **Johnson County Jail** ("Jail").

**I. Provision of Services**

The intent of the Agreement is to establish procedures for providing medications to defendants committed under Texas Code of Criminal Procedure, Chapter 46B, and released from a state facility to proceed with trial after determination of competency.

The Center will coordinate with the **Jail** to identify defendants who have returned from the state facilities on a 46B commitment and provide reimbursement for up to ninety (90) days post-release supply of medications.

**II. Care Coordination Process**

- A. In order to maintain positive continuity of mental health care, communication between the parties to this Agreement will begin immediately after a person is adjudged not competent to stand trial and will continue through movement to the State Hospital for legal competency restoration, return to the Jail as competent to stand trial, and until the Detainee is released because charges are disposed or is released on bond.
1. The Jail will notify the Center Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) Continuity of Care/Program Manager when an individual is sent from the jail to a state facility for 46B competency restoration.
  2. The Jail will submit to the TCOOMMI Continuity of Care/Program Manager a copy of the State Hospital Discharge Plan and a completed 46B Medication Request (Attachment A-1) within seven (7) days of the individual's return to the Jail after the individual is deemed competent to stand trial.

Pecan Valley Centers (TCOOMMI)  
Email: TCOOMMI@pecanvalley.org

3. For Detainees returned to the Jail as competent and awaiting trial, Center will request approval from HHSC to reimburse the Jail for up to ninety (90) days of the medication prescribed by the State Hospital. Reimbursement is based on authorization by HHSC and dependent upon availability of state fiscal year funding.
- B. The process shall end once a Detainee is released from Jail either because of disposition of the pending charges or on bond.

**III. Payment for Reimbursement**

1. The Jail shall submit an invoice which includes itemized costs for each medication per Detainee by the 10<sup>th</sup> of each month for expenses incurred by the jail the previous month. Documentation should be sent to the following address:

Pecan Valley Centers (TCOOMMI)  
Email: TCOOMMI@pecanvalley.org

2. Based on timely submission of required documentation from the Jail and HHSC approval, Center will reimburse the Jail on a monthly basis.

#### **IV. Relationship of Parties**

1. The Center is associated with the Jail only for the purposes and to the extent set forth herein with respect to the performance of understanding hereunder. The Jail shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for either party whatsoever with respect to the liabilities and obligations of the other party.
2. The Center hereby designates the TCOOMMI Program Director, Rhea Sullivan, or his/her designee (Jail Diversion clinician), to serve as the continuity of care worker and contact for the state facility and liaison to the Jail for all 46B defendants. The County hereby designates the Jail Administrator/Captain, or his/her designee, to serve as the liaison for implementation of this MOU.

#### **V. Miscellaneous**

1. This Agreement and any written modifications constitute a sole agreement of both parties. Any oral arrangements or understanding outside the terms of this Agreement shall be void.
2. The Center and the Jail, in accordance with Section 614.017 of the Texas Health and Safety Code, shall accept and receive information concerning these defendants in order to maintain continuity of care.
3. The Center shall have the right to audit 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 MOU. Any exceptions will require the Jail to reimburse the Center for funds expended outside the parameters of this MOU.
4. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Johnson County, Texas.

#### **VI. Indemnification and Compliance with Laws**

Each party agrees subject to the THP limitations of the Texas Constitution and Texas Law to indemnify, defend, and hold harmless the other Party, their directors, officers, employees, agents, successors and assigns from any and all damages, costs, claims, expenses or liability arising out of or connected with any accident, act, error,

omission, representation by the Parties in performing the services or other acts to be performed under this Agreement. Both Parties will comply with all applicable governmental and professional requirements, regulations and/or standards in performance of services under this MOU.

**VII. Term and Termination**

1. The term of this Agreement shall commence on January 22, 2024, and continue until January 21, 2025 unless terminated at an earlier date in accordance with Section VII(2) or (3).
2. Either party may terminate this Agreement, without cause, upon thirty (30) days prior to written notice to the other party. Within twenty (20) days after the effective date of termination, the Jail shall submit its final documentation for services rendered prior to the date of termination.
3. This Agreement may be terminated for cause upon written notice by either Behavioral Health Clinic or Partner Agency. "Cause" shall include, but is not limited to: Either party does not receive the funding to continue designated services under this Agreement; (b) Either party has cause to believe that termination of the Agreement is in the best interest of the health and safety of the persons served under this Agreement;

**Johnson County:**

By: *Christopher Boedeker*

Name: Christopher Boedeker

Title: County Judge

Date: 1/22/24

ATTEST: *April Long*  
Johnson County: Texas

**Center**

By: *Coke Beatty*

Name: Coke Beatty

Title: Executive Director

Date: 01/05/2024







**ATTACHMENT A-2  
EXHIBIT 1**

**46B Medication Request Process**

Continuity of mental health care includes communication between the Center and the Jail immediately after a person is adjudged not competent to stand trial and will continue through movement to the State Hospital for legal competency restoration, return to the jail as competent to stand trial, and until the Detainee is released because charges are disposed or is released on bond.

