

AGENDA PLACEMENT FORM

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

Date: April 22, 2024

Meeting Date: May 13, 2024

Submitted By: Kristen Lesley

Department: Sheriff's Office - Jail

Signature of Elected Official/Department Head:

Adam King

Court Decision: <small>This section to be completed by County Judge's Office</small>

May 13, 2024

Description:

Consideration to Approve Memorandum of Understanding Between Johnson County and Pecan Valley Centers.

(May attach additional sheets if necessary)

Person to Present: Sheriff Adam King or Chief David Blankenship

(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**

**MEMORANDUM OF
UNDERSTANDING
BETWEEN
COUNTY OF JOHNSON
AND
PECAN VALLEY CENTERS**

JAIL BASED COMPETENCY RESTORATION SERVICES

This Memorandum of Understanding (MOU) is entered between Pecan Valley Centers established and operating as the Local Mental Health Authority (LMHA) pursuant to Texas Health and Safety Code, Chapter 534 (herein referred to as "Center") and Johnson, County, Texas (herein referred to as "County").

BACKGROUND

Jail Based Competency Restoration Program (JBCR) is intended to:

- Reduce the number and wait times for treatment for individuals on the Clearinghouse List;
- Provide a cost-effective alternative to competency restoration in a Mental Health Facility or Residential Care Facility;
- Reduce the demand for state hospital bed days in the area served by the Program; and
- Minimize or ameliorate the stress of incarceration, to the extent possible, for participants in the Program.

STATEMENT OF SERVICES TO BE PERFORMED

The Center shall coordinate a Jail Based Competency Restoration Program (JBCR) to individuals deemed Incompetent to Stand Trial (IST) and incarcerated at the Johnson County Jail to include screening, assessment, legal skills training, case management, and psychiatric services. While the services being provided may include education about the legal system and processes and even some aspects of the law applicable to individual's case (i.e. range of punishment), the staff of the Center shall not give the individual legal advice. All program guidelines will follow the Texas Criminal Code of Procedure Chapter 46B, the Texas Administrative Code Title 26 Part 1 Chapter 307 Subchapter C, and the Statement of Work within the Health and Human Services Performance Contract for JBCR with Pecan Valley Centers.

JBCR will be provided during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and may be provided via telehealth at the discretion of the Center.

TERM

This MOU is to begin after January 1, 2024 upon the acquisition and training of JBCR staff by the Center and shall terminate August 31, 2024. Should changes be required or desired, this MOU may be amended as long as both parties agree. This Agreement shall automatically renew on September 1 of each year thereafter, on a year-to-year basis pending available and awarded funds from HHSC to Pecan Valley Centers. This agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party or by mutual consent of both parties.

CENTER RESPONSIBILITIES

The Center will employ or contract a Licensed Professional of Healing Arts to oversee JBCR, assure participant eligibility, assess participate program progress, serve as court, state hospital, and LMHA liaison, and supervise Center staff providing JBCR services. The Center will employ or contract a Qualified Mental Health Professional to provide competency education services, case coordination, rehabilitative services, and discharge/re-entry planning. The Center will deliver a minimum of three services per week individually or in a group setting for each JBCR participant. The Center will document all services in the designated Center electronic health record. Service will be conducted using HHSC approved curriculum and evidenced based practices for individuals with mental illness, intellectual and developmental disabilities, and substance use disorders. The Center will utilize multiple learning formats including but not limited to oral presentation, written text, experiential methods, and video. The Center will assure services are provided in individualized personal centered manner by culturally competent and trauma informed clinicians. The Center JBCR staff will maintain communication with County Jail and their contracted medical provider to assure effectiveness of psychiatric care. The Center will collect and report program data to the County and HHSC to support effectiveness of JBCR Program.

COUNTY RESPONSIBILITIES

The county will provide designated space for provision of JBCR services. The county will provide a Board-Certified Psychiatrist or Psychiatric Nurse Practitioner to conduct psychiatric evaluations and psychopharmacological plans of care for JBCR participants. The county will provide a medical staff to administer prescribed medications and to provide medication monitoring and education to JBCR participants twice a week. The County will maintain communication with JBCR Center staff to verify medication compliance for JBCR participants. The County will provide a forensic psychologist or psychiatrist to conduct competency evaluations at the onset and by the 55th day of JBCR programming. The County will provide JBCR Center staff with court order under CCP 46B, competency evaluations, indictment, offense report, and clinically appropriate jail behavior and disciplinary reports for all JBCR participants. The offense report shall not, at any time, become the property of the Center and shall not be shared with any other person or entity without the permission of the prosecutor providing same. Any demands for same pursuant to subpoena or otherwise must be referred to the prosecutor providing same. All information contained within the offense report must be kept confidential by the Center and not disclosed except as necessary in working with the individual being treated. If the Center's staff is going to show the offense report to the individual being treated, all identifying information contained in the offense reports must be redacted before such offense report is shown to that individual. The County will provide designated space in the jail for JBCR programming and jail liaison staff to assist with coordination of JBCR services.

RELATIONSHIP OF PARTIES: 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.

NOTICES: Any and all notices or mailings required to be made under the terms of this agreement or law shall be effective when given in writing via email or mailed via U. S. Postal Service to the addresses listed below or subsequently provided to all parties in writing:

JOHNSON COUNTY:

Johnson County Judge
Christopher Boedeker
2 N Main Street Ste 120
Cleburne, TX 76048
christopherb@johnsoncountytexas.org

PECAN VALLEY CENTERS:

Executive Officer
Coke Beatty
2101 W. Pearl Street
Granbury, Texas 76048
coke@pecanvalley.org

NON-ASSIGNMENT: No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by CENTER without the prior written consent of JOHNSON County by and through its Commissioners Court.

VENUE AND CHOICE OF LAW: The obligations and undertakings of each of the parties to this agreement shall be performable in Johnson County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability that either party may have by operation of law.

NON-APPROPRIATION. If either party should not appropriate or otherwise make available funds sufficient to maintain the services set forth in this agreement, or other means of performing the same functions of such services, either party may unilaterally terminate this Agreement only upon thirty (30) days' notice.

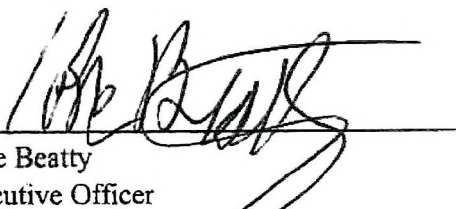
ENTIRE AGREEMENT: This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

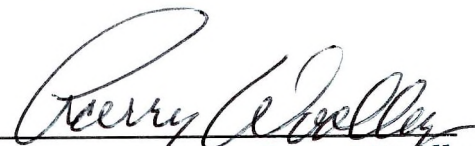
EXECUTION: The Johnson County signs this Agreement to evidence his willingness to abide by all terms and conditions imposed upon the Johnson County Jail.

Executed this 13th day of May, 2024.

PECAN VALLEY CENTERS

COUNTY

By: 
Coke Beatty
Executive Officer

By: 
~~Christopher Boedeker~~ Larry Woolley
County Judge Comm. Pct. 4, Judge Pro Tem