

AUG 12 2019

Approved

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Sheriff Adam King

TODAY'S DATE: 08-06-19

DEPARTMENT: Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: 08-12-19

SPECIFIC AGENDA WORDING: Consideration of Interlocal agreement with Pecan 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

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: _____

WORKSHOP: _____

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 08-06-19

**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 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 10th 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, 2019 and shall terminate, August 31, 2020. 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 certifies 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

Performing Agency Staff Person:

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

VII. SIGNATURES BINDING AGREEMENT

RECEIVING AGENCY:



Coke Beatty
Executive Director

8/6/19

Date

PERFORMING AGENCY:



Designated Authority

8/12/19

Date

**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
817-579-4407

PV Staff requesting transport