

INTERLOCAL AGREEMENT

Comal County Jail Psychiatric Services

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into and between the Hill County Community Mental Health and Mental Retardation Center dba Hill Country MHDD Centers, a community center under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., as amended, (the "Authority" or "HCMHDDC"), 819 Water Street, Suite 300, Kerrville, Texas 78028, and Comal County, Texas, a political subdivision of the State of Texas ("County"), 150 N. Seguin Ave., New Braunfels, TX 78130, for the purpose of providing psychiatric services for incarcerated individuals assessed to have mental illnesses.

WHEREAS, Comal County is responsible for ensuring inmates receive proper health care, including psychiatric care; and

WHEREAS, Comal County believes that jail inmates with mental illness need ready access to psychiatric assessment and treatment for mental illnesses during their term of confinement, and

WHEREAS, Comal County believes that consistent psychiatric treatment to be in the best interest of the County and individuals with mental illness; and

WHEREAS, Comal County does not have the knowledge or staff to provide such mental health assessment and treatment of inmates; and

WHEREAS, HCMHDDC has the expertise to contract with the County to ensure inmates receive appropriate psychiatric assessment and treatment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth below, Comal County and HCMHDDC agree as follows:

I.

HCMHDDC agrees to:

1. Provide the following services in the Comal County jail:
 - a. Mental Health services performed by a Qualified Mental Health Professional (QMHP) employed by HCMHDDC who will perform the following duties for 12.5 hours per week at a total annualized rate of pay of \$14,982.50:
 - i. Complete required assessments as required by Code of Criminal Procedure Article 16.22 on inmates who report history of mental illness. See attached flow sheet.
 - ii. Provide Crisis Services to jail inmates Monday-Friday 8:00 a.m. – 5:00 p.m. After-hours crisis services will continue to be provided by Comal MCOT;
 - iii. Provide screenings for referral to the Comal County Jail Psychiatrist utilizing Comal Jail process.
 - iv. Provide continuity of care for inmates being released and facilitate intake at the Comal Co. Mental Health Clinic;

- v. Facilitate conditions of Code of Criminal Procedure Article 17.032 (jail diversion) for individuals identified by Magistrate for PR bond with mental health outpatient treatment conditions. See attached flow sheet.
 - vi. Evaluate inmates placed on mental health/safety precautions utilizing "Jail Screening Assessment and Recommendation for Treatment" form to determine the least restrictive environment for inmates.
- b. Inmate Consult with a HCMHDDC LPHA by tele video or in-person at the jail for one (1) hour per week at a total annualized rate of pay of \$1,599.00.
 - c. Inmate telemedicine and/or face-to-face consult with a psychiatrist
 - i. On-call pay of \$100 per week Monday-Friday 8:00 a.m. – 5:00 p.m. and \$150 per weekend (Saturday and Sunday 8:00 a.m. – 5:00 p.m.), with a total amount not to exceed \$13,000 ($\$100 \times 52 = \$5,200 + \$150 \times 52 = \$7,800$)
 - ii. After hours, or when Dr. Doleshal is off, on-call needs should be directed to the jail's medical provider.
 - iii. For two hours per week, to be paid through funds provided by the County at an annualized rate of \$10,644.40,
 - iv. To be paid through funds provided by the County at a total annualized rate of pay not to exceed \$23,440.40 (salary, benefits, and on-call)
2. Provide the following for HCMHDDC staff at the jail with the funds made available by County in the related amounts:
- a. Air card for the laptop at a cost of no more than \$480.00 annually;
 - b. Cell phone at a cost of no more than \$39 per month for a total of 12 months at a maximum total cost of \$468;
 - c. Travel for the QMHP when required, calculated as 6 miles round trip per day for 250 days at the then current State mileage reimbursement rate (\$.545 per mile at least until August 31, 2018) for a total cost not to exceed \$817.50;
 - d. Travel for the LPHA when required at the rate of 6 miles round trip per day for 250 days at the rate of \$.545 per mile for a total cost not to exceed \$817.50;
 - e. Travel for the psychiatrist when required at the distance of 6 miles round trip per day for 52 days at the rate of \$.545 per mile for a total cost not to exceed \$166.92;
 - f. Miscellaneous office supplies not to exceed \$200 per year;
 - g. Administration costs not to exceed 10% of the total funds provided;
 - h. Supervision (.2 FTE) of the HCMHDDC staff providing services at the jail at a cost not to exceed \$8,137.20 per year; and

II.

Comal County Jail agrees to:

1. Provide and maintain County-owned telemedicine equipment for use by HCMHDDC personnel;
2. Provide a laptop computer for use by HCMHDDC personnel;
3. Provide an appropriate space and office furnishings for Mental Health Professional at the jail;

4. Provide training/ access to Comal County Jail computer systems;
5. Provide access to copy/fax machine;
6. Provide for the safety and security of HCMHDDC's personnel while at the jail; and
7. Timely provide the funds as outlined in Section I above by making equal monthly payments of the total Agreement cost of \$44,811.86 (\$3,734.32 monthly) by the 10th of each month.
8. For convenience, the costs specified in this Section II. Are summarized in the attached Schedule of Costs.

III.

HCMHDDC and County agree:

1. To work cooperatively to meet all requirements of the Interlocal Agreement;
2. To conduct business in a professional and respectful manner, with any disagreements between the parties brought to management's attention for resolution;
3. That except for crisis calls to the HMHDDC's crisis hotline operated by Avail Solutions, Inc., the above services will be provided during HCMHDDC's regular operating hours, observing HCMHDDC's published holidays.
4. That there is no guarantee of utilization under this Agreement, but if utilization is greater than anticipated, both parties may renegotiate the term of the Agreement with thirty (30) days written notice of termination to the other party.
5. This Agreement is entered under and pursuant to the laws of the State of Texas, and construed and enforceable in accordance with those laws, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
6. HCMHDDC, in the performance of its duties hereunder, shall be an independent contractor only, and not an agent, employee, partner or joint venturer of or with County, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor.
7. HCMHDDC shall indemnify, defend and hold harmless the County of Comal and its elected officials, duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of HCMHDDC's agents or employees in the execution of this contract.
8. To protect the County from liability, HCMHDDC must maintain an insurance policy for medical malpractice in the minimum amount of \$100,000 per occurrence and \$300,000 annual aggregate.
9. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions herein.
10. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

11. Comal County and its officers, directors, employees and agents do not waive any sovereign or governmental immunity available to the County under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.
12. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

This Agreement is valid from the later of the dates executed below through August 31, 2019.

SIGNATURES ONLY BELOW THIS LINE

AUTHORITY
Hill Country MHDD Centers

By: Ross C Robinson/Sherman 9/6/18
Ross C. Robinson, Executive Director Date

COUNTY
Comal County, Texas

By: [Signature] Oct 4, 2018
Sherman Krause, County Judge Date

SCHEDULE OF COSTS

Services	Hourly Rate	Hours/Week	Hours/Year	Total
Screenings (QMHP)	\$23.05	12.50	650	\$14,982.50
Screenings (LPHA)	\$30.75	52	\$52.00	\$1,599.00
Screenings (Psychiatrist)	\$102.35	2	104	\$10,644.40
Psychiatric On-Call M-F	\$100 /flat	8a-5p		\$5,200.00
Psychiatric On-Call Sat-Sun	\$150/flat	8a-5p		\$7,800
Supervision of staff				\$8,137
Total not to exceed				\$48,363.10

Travel	Round Trip	Mileage Rate	# of trips per year	Total/year
Travel (QMHP)	6 miles	0.545	260	\$817.50
Travel (LPHA)	6 miles	0.545	260	\$817.50
Travel (Psychiatrist)	6 miles	0.545	52	\$166.92
Total not to exceed				\$1,801.92

Additional Expenses	Cost
Air Card	\$480.00
Phones	\$468.00
Office Supplies	\$200.00
Total	\$1,148.00

Total Cost	\$51,313.02
Admin. fees (10% of above total)	\$5,131.30
Grand Total	\$56,444.32

**AMENDMENT NO. 1
INTERLOCAL AGREEMENT
Comal County Jail Psychiatric Services**

By execution of this Amendment, *Hill Country MHDD Centers ("the Authority")* and *Comal County, Texas ("County")* agree that the October 4, 2018, Interlocal Agreement by and between Authority and the County shall be amended and effective by agreement retroactively to October 4, 2018, to correct the amount of \$44,811.86 from the 2017-18 agreement to the correct amount of \$56,444.32 for the 2018-19 agreement as appropriately specified in the Schedule of Costs attached to and incorporated into the Interlocal Agreement, as follows:

II.

County Jail agrees to:

7. Timely provide the funds as outlined in Section I. above by making equal monthly payments of the total Agreement cost of \$56,444.32 (\$4703.69 monthly) by the 10th of each month.

ALL OTHER TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT, consisting of 1 page(s) and 0 attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

The parties have executed this contract on the dates set forth below their signature.

COMAL COUNTY, TEXAS

HILL COUNTRY MHDD CENTERS

By: Sherman Krause
Title: County Judge
Date: _____

By: Ross C. Robinson, MBA MA
Title: Executive Director
Date: 11/14/2018