

STATE OF TEXAS
COUNTY OF HARDIN

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF HARDIN
AND
SPINDLETOP CENTER

JAIL BASED COMPETENCY RESTORATION SERVICES

Under the authority of Article 534.015 (b) of the Texas Health and Safety Code, the Board of Trustees of Spindletop Center (hereinafter called the Center) and County of Hardin, PO Box 1990, Kountze, TX 77625, (hereinafter called the Receiving Agency) by this contract and in consideration of the mutual promises set forth below, have mutually agreed as follows:

I. CONTRACTING PARTIES:

The Receiving Agency: County of Hardin
The Performing Agency: Spindletop Center

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Center shall provide a complete Jail Based Competency Restoration Program (JBCR) orientation, which includes a complete mental health screening interview and report for any JCCF inmate on the Master Forensic State Hospital Waitlist. A Qualified Mental Health Professional (QMHP) experienced and trained in crisis intervention and jail services will conduct screening.

Screening types are as follows:

- JBCR Request – upon request of mental health staff for a client who is on the Forensic State Hospital Waitlist. QMHP will respond within 5 days of request.
- Forensic State Hospital Notification – upon notification of HHSC, court, or medical doctor for a client who is on the Forensic State Hospital Waitlist. QMHP will respond within 5 days of notification.

Screenings will be completed face to face at the Hardin County Jail located at the following address: 300 West Monroe Street, Kountze, TX 77625.

A copy of completed screenings will be provided to Hardin County mental health and infirmary staff and will provide all information necessary to determine an appropriate course of action and/or treatment.

Individuals determined to be in need of mental health and competency restoration services may be referred for jail-based services as follows:

- Psychiatric services – A board certified psychiatrist will conduct a psychiatric evaluation and mental status exam with resulting diagnoses and plan for treatment, including psychopharmacology and follow up care as needed. The frequency of follow-up care may be weekly or monthly as determined by the treating clinician. Such determination shall be based

upon evaluation and the client's clinical situation. Medication prescriptions may be adjusted in accordance with the treating clinician's ongoing evaluations.

- Court education services – A qualified mental health professional may provide individual and/or group educational courses to achieve factual and rational understanding of due process rights and procedures, behavioral, emotional, physical, and social development and adjustment through the course of treatment as outlined by Chapter 46 B of the Code of Criminal Procedures (CCP).

Jail based competency restoration and psychiatric services 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.

III. FEES FOR SERVICES:

The fees for the provision of services hereunder shall be as follows:

QMHP orientation and education	\$ 50.00/inmate/event
Psychiatric services	\$ 250.00/MD initial evaluation
	\$ 180.00/MD follow-up event

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed the total budgeted amount of \$100,000.00 per fiscal year unless written approval is granted from County of Hardin to Spindletop Center.

V. PAYMENT FOR SERVICES:

Payments for service performed shall be billed monthly. Receiving Agency shall pay each statement within thirty (30) days of the statement date.

Payments for service performed shall be billed Monthly

Billing Address: Sheriff Mark Davis
Hardin County Sheriff
PO Box 1990
Kountze, Texas 77625
(409) 246-3441
sheriff@co.hardin.tx.us

Payments shall be remitted to: Spindletop Center
Attn: Accounts Receivable
P.O. Box 3846
Beaumont, Texas 77704-3846

VI. TERM OF CONTRACT:

1. This Contract is to begin on October 1, 2022 and shall terminate September 30, 2023. Should more services or a fee change be required or desired, this contract 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 at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.
2. IMMEDIATE TERMINATION: Center may terminate this Contract immediately if (a) Center does not receive the funding to pay for designated services under this Contract; (b) Center has cause to believe that termination of the Contract is in the best interests of the health and safety of the persons served under this Contract.
3. TERMINATION UPON DEFAULT: Either party may terminate this Contract after thirty (30) days written notice if the other party is in default of any of the provisions herein.
4. TERMINATION WITHOUT CAUSE: This Contract may be terminated by either party, without cause, after forty-five (45) days written notice to the other party.
5. TERMINATION BY MUTUAL CONSENT: This Contract may be terminated by the mutual consent of both parties.

VII. BACKGROUND

1. 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.

VIII. SPINDLETOP CENTER RESPONSIBILITIES

1. JBCR Program Design and Requirements
 - A. In accordance with 26 Texas Administrative Code (TAC), Chapter 307, Subchapter C, Spindletop Center must:
 - i. Use a multidisciplinary treatment team to provide clinical treatment;
 - ii. Employ or contract for the services of at least one psychiatrist;
 - iii. Use Qualified Mental Health Professionals – Community Services or Qualified Intellectual Disabilities Professionals to provide JBCR program services; and
 - iv. Provide weekly competency restoration hours commensurate to the treatment hours provided as part of a competency restoration program at an inpatient mental health facility.

- B. Spindletop must provide Program services to adults and will comply with the Program design components as listed in the following:
 - i. Ensure prompt access to clinically appropriate JBCR services for eligible participants determined incompetent to stand trial (IST). Services shall include mental health services, intellectual disability services, co-occurring psychiatric and substance use disorder treatment services, competency restoration services, and discharge and re-entry planning services. Prompt access to services is defined as without delay.
 - ii. Maintain communication and collaboration and develop and maintain continuity of care coordination with the Hardin County Jail, Spindletop Center (LMHA/LBHA), or subcontractors of the LMHA/LBHA, State Mental Health Facilities (SMHFs), Residential Care Facilities, or other entities supporting quality program operation and participant care.
 - iii. Collect data to support the effectiveness and cost savings of the JBCR Program.
 - iv. Maintain and follow written policies and procedures, which outline the JBCR Program's processes for monitoring a JBCR Program participant's restoration to competency status and readiness for return to court(s).

2. Participant Eligibility Requirements

- A. Spindletop shall ensure program participants meet the eligibility requirements as listed below:
 - i. Participants will be adults who are determined by the court to be IST pursuant to CCP, Chapter 46B;
 - ii. Participants should not be eligible for release on bail and deemed appropriate for treatment in an Outpatient Competency Restoration Program;
 - iii. Spindletop will screen all jail inmates found IST and determine appropriateness for the Program;
 - iv. Spindletop will provide the reason why an IST individual is deemed inappropriate for the Program; and
 - v. Spindletop will provide psychiatric treatment to all IST individuals regardless of appropriateness for the Program.

3. Treatment Requirements for Spindletop

- A. Verify that staff members deliver and document a minimum of three face-to-face services per week individually or in a group setting for each JBCR Program participant;
- B. Verify that staff members complete a 16.22 Interview and Report and capacity screening prior to beginning the Program.
- C. Verify that staff complete an individualized treatment plan with the JBCR Program participant within five business days of a JBCR Program participant's admission in coordination with:
 - i. The JBCR Program participant;
 - ii. Legally Authorized Representative; and
 - iii. Other members of a participant's natural support system if authorized.

- D. Verify competency restoration education to include:
- i. Treatment of the underlying mental illness by a psychiatrist;
 - ii. Behavioral interventions for participants with intellectual disabilities;
 - iii. The provision of competency restoration education; and
 - iv. Skills training.
- E. Verify staff members use a competency restoration education curriculum to provide legal education for each JBCR Program participant;
- F. Verify each JBCR Program participant is educated in multiple learning formats including, but not limited to:
- i. Discussion;
 - ii. Written text;
 - iii. Video; and
 - iv. Experiential methods such as role-playing, or mock trial.
- G. Ensure JBCR Program participants with accommodation needs will receive adapted materials and approaches, as needed.
- H. Verify staff members provide competency restoration education and deliver a full array of mental health and COPSD treatment services that are effective, responsive, individualized, culturally competent, trauma informed, and person-centered.
- i. Services will include, but are not limited to:
 - Psychiatric evaluation;
 - Prescribing psychoactive medication, including court-ordered medication; and
 - Rehabilitative services, including skills training or psychosocial rehabilitation.
- I. Verify the psychiatrist is conducting a minimum of two complete psychiatric evaluations of the JBCR Program participant during the period the participant receives competency restoration education and services.
- i. The psychiatrist must conduct one evaluation no later than the 21st day and one evaluation no later than the 55th day after the Program participant is admitted in the JBCR Program;
 - ii. The psychiatrist will submit to the court(s) an evaluation report concerning each evaluation.
- J. Not later than the 14th day after the date on which an individual's competency restoration services begin, the provider must review the individual's progress towards attaining competency in accordance with CCP, Chapter 46B.
- i. Require staff members to submit to the committing court(s) a written update of the JBCR Program participant's status.
 - ii. The update of the JBCR Program participant's status will be submitted a minimum of once a month.
- K. Maintain an average length of stay per JBCR Program participant of no longer than 60 days.

- L. Require staff members, upon admission of a JBCR Program participant, to begin discharge and re-entry planning, and initiate continuity of care coordination with the LMHA/LBHA, or subcontractors of the LMHA/LBHA, LIDDA, SMHF, or residential care facility as appropriate.
 - M. Verify staff members provide transition services that encourage timely resolution of JBCR Program participant's legal proceedings in an effort to minimize the length of time a participant is confined.
 - N. The court may order a single extension of 60 days under CCP, Article 46B.080 and the transfer of the defendant without unnecessary delay to the appropriate SMHF or residential care facility as provided by CCP, Article 46B.073(d) for the remainder of the period under the extension.
 - O. Notify the court(s) if a JBCR Program participant is deemed not likely to be restored to competency within the 60-day period at the time the determination is made.
 - P. Maintain records of individual outcomes to include:
 - i. The number of individuals on felony charges;
 - ii. The number of individuals on misdemeanor charges;
 - iii. The average number of days for an individual charged with a felony to be restored to competency;
 - iv. The average number of days for an individual charged with a misdemeanor to be restored to competency;
 - v. The number of individuals charged with a misdemeanor and not restored to competency, for whom an extension was sought;
 - vi. The number of individuals restored to competency;
 - vii. The average length of time between determination of non-restorability and transfer to a state mental health facility or residential care facility;
 - viii. The percentage of individuals restored to competency in 60 days or less;
 - ix. The number of jail inmates found IST who were screened out of or deemed inappropriate for the program and the reason why;
 - x. The number of individuals not restored to competency who were transferred to a state mental health facility or residential care facility; and
 - xi. The cost associated with operating the JBCR Program
 - Q. Collaborate with health services provider.
 - i. Coordinate weekly case staffing for JBCR Program participants.
 - ii. Provide access private health information (PHI) collected for each JBCR Program participant.
 - iii. Provide educational summaries to guide reinforcement of learning objectives.
 - R. Notify court(s) of JBCR Program participant completion of Program
 - S. Recommend forensic re-evaluation to court(s) upon JBCR Program participant completion of Program.
 - T. Submit monthly invoicing for services rendered.
5. Treatment Requirements for Hardin County Jail
- A. Notify Spindletop of potential JBCR Program participants.

- B. Maintain and share physical and mental health records for Program participants.
- C. Reinforce learning objectives using educational summaries.
- D. Administer court ordered medication to the participant in accordance with CCP, Chapter 46B, Article 46B.086 and Health and Safety Code (THSC), Chapter 574, Section 574.106.
- E. Collaborate with Spindletop.
 - i. Coordinate weekly case staffing with Spindletop for JBCR Program participants;
 - ii. Provide access private health information (PHI) collected for JBCR Program participants;
 - iii. Provide detailed behavioral and disciplinary summaries for JBCR participants.
- F. Provide health education by a licensed medical professional (MD, RN, LVN, etc.) to Program participants at least twice per week in individual or group settings. Health education may include but is not limited to the following topics:
 - i. Medication education (compliance, consistency, side effects, options);
 - ii. Maintaining good hygiene;
 - iii. Maintaining a clean environment (cell, home, etc.);
 - iv. Communicating effectively with providers;
 - v. Symptomology.
- G. Provide summaries of health education to Spindletop at least twice per week for each Program participant.
- H. Assist Spindletop in discharge and re-entry planning.
- I. Assist Spindletop in maintaining records of individual outcomes.

IX. INDEMNIFICATION: Receiving Agency shall defend, indemnify and hold harmless the Center, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Receiving Agency or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract, the defense shall be coordinated by Receiving Agency with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Receiving Agency may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General, Receiving Agency and Center agree to furnish timely written notice to each other of any such claim.

Center shall defend, indemnify and hold harmless the County and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of County or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract, the defense shall be coordinated by County with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and County may not agree to

any settlement without first obtaining the concurrence from the Office of the Texas Attorney General, County and Center agree to furnish timely written notice to each other of any such claim.

- X. **DISPUTE RESOLUTION:** Should a dispute arise in the carrying out of the duties of the Contract, Receiving Agency should take the following steps: 1) discussion and attempt to resolve with Center's Jail Based Competency Services supervisor; 2) if necessary, discussion and attempt to resolve with Center's Director of Crisis Services; 3) if necessary, discussion and resolve with Center's Chief Clinical Officer. The decision made by the Center's Chief Clinical Officer shall be the final one in the Dispute Resolution process.

If a claim for breach of Contract is made by the Receiving Agency, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract. If the Receiving Agency's claim for breach of Contract cannot be resolved informally with the Center, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Receiving Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notes. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under Section 2260.051 of the Texas Government Code, Compliance by the Receiving Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260. The contested case process provided in Chapter 2260 is the Receiving Agency's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Center if the parties are unable to resolve their disputes as described above. Notwithstanding any other provision of the Contract to the contrary, unless otherwise required or approved in writing by the Center, the Center shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, the Center may suspend performance during the pendency of such claim or dispute if the Center has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

- XI. **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.

Signature page to follow

