SABINE COUNTY
MENTAL HEALTH DEPUTY
MH SERVICES
SEPTEMBER 1, 2026 – AUGUST 31, 2027
NOT-TO-EXCEED $48,000

BURKE CENTER DBA BURKE
MEMORANDUM OF AGREEMENT
MENTAL HEALTH DEPUTY PROGRAM

THIS AGREEMENT is made and entered effective September 1, 2026, by and between Burke Center dba Burke, a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., (Vernon 1992) as amended, (the "Authority") and Sabine County ("Contractor"), licensed to practice in the State of Texas, if applicable, for the purpose of providing specialized services currently not available to the Authority through its present staff of employees.

RECITALS

WHEREAS, Burke Center dba Burke is a State of Texas designated mental health and intellectual and developmental disabilities local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disabilities services for the residents in the Authority's eleven (11) county service area.

WHEREAS, the Authority and Contractor desires to establish a mental health deputy program in order to divert people in need of behavioral health crisis services away from hospitals and jails.

WHEREAS, Contractor agrees to assign a .5 (50%) full-time equivalent law enforcement officers to serve as mental health deputies as per Exhibit A.

WHEREAS, mental health deputies are law enforcement officers with additional specialized training in crisis intervention.

WHEREAS, Contractor ensures Authority that any law enforcement officer designated as mental health deputy under o this Agreement

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.
PERSONNEL

The Authority staff member responsible for monitoring, approving billing and the clinical program for this Agreement is the Mental Health Crisis Director or his / her designee.

II.
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor.** The relationship between the Authority and Contractor will be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between the Authority and Contractor other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that Contractor and Contractor's personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the Authority. Contractor agrees that it will not hold itself out as an agent of the Authority to individuals served under this Agreement or to any other persons. Contractor understands and agrees that:

   a. Authority will not:

      (1) withhold on Contractor's behalf any sums for income tax, unemployment insurance, social security, or any other withholding under any law or requirement of any governmental body relating to Contractor; or

      (2) make available to Contractor any benefits afforded to employees of Authority.

   b. All the payments, withholdings, and benefits, if any, are Contractor's sole responsibility regarding reimbursement under this Agreement; and

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c. In the event the Internal Revenue Service should question or challenge Contractor's independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.

2. **Professional Judgment.** In the performance of all services under this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of its services. Contractor and its personnel, if any, will employ their own means and methods and exercise their own professional judgment in performing the services under this Agreement. The sole concern of the Authority under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Authority and State laws.

3. **Liability for Treatment or Service.** Nothing in this Agreement shall be deemed to change or alter any relationship which exists or may come to exist between the Contractor and the person(s) served. Contractor shall have and be subject to the same duties, liabilities and responsibilities toward the Authority's persons' served as exist generally between Contractor and other individuals Contractor provides a service. Further, the Utilization Review and Quality Management Procedures of the Authority shall not diminish the Contractor's obligation to render individuals served consistent with the applicable standards of care.

III.
OBLIGATIONS OF CONTRACTOR

1. **Services**.

   a. The professional services to be provided by Contractor will be provided as set forth in Exhibit A.

   b. Contractor agrees that no person who is eligible for services under this agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing or conviction of a criminal offense.

   c. Contractor agrees that it may not restrict or expand the definitions of priority population or any other client / individual served defined in this Agreement.

   d. Contractor agrees that it will not deny services to a client serviced under this Agreement because of client's inability to pay.

   e. Contractor must notify Authority if Contractor intends to participate in any Title XIX program and, if Contractor participates in such a program, to notify Authority if any Program Resident, not already receiving Medicare or Medicaid assistance, becomes eligible for such assistance. If applicable, Contractor must ensure that if any services provided by Contractor, now or in the future, that are funded by Title XIX of the Social Security Act relating to the services provided by Burke Center dba Burke that no funds received by Contractor from Authority shall be used to pay for services reimbursed under Title XIX.

2. **Qualifications**. Contractor's professional and educational qualifications and any additional required documentation are set forth in Exhibit B.

3. **Authority Approval of Contractor Personnel**. Contractor agrees not to subcontract or assign any services until approval of such subcontractors are approved by Authority in writing. Any subcontractors or employees of Contractor are the direct responsibility of Contractor.

4. **Certifications and Representations**.

   a. Contractor agrees that it shall comply with the most current and relevant State Department of Health Services and / or Department of Aging and Disability Services and / or Department of Rehabilitative Services rules, community standards, certifications, accreditations and licenses all applicable policies of the Authority, and all applicable local, state and federal laws and regulations now in effect and that become effective during the term of this Agreement.

   b. Contractor represents and warrants that Contractor is not currently an employee of the Authority.

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c. Contractor further certifies to the following:

- it is not ineligible for participation in federal or state assistance programs;
- it is in good standing with all state and federal agencies that have a contracting or regulatory relationship with Contractor;
- no officer or managing employee of Contractor has been convicted of a crime related to any program established under Medicare, Medicaid, Title XX Social Services Block Grants or Community Mental Health Block Grants;
- neither it, not its officers or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and federal department or agency; and
- it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a substantial debt.

d. Contractor is required to comply with all applicable laws and regulations concerning services provided under this contract

5. **Conflict of Interest**. Contractor represents, warrants and agrees that it has and will, during the term of this Agreement abide with the following accountability requirements:

a. There is not, and will not be, a conflict of interest or standards of conduct violation between the Contractor and any Authority employee or officer as prohibited by 25 TAC 412.54(b).

b. Its employees and officers are not, and will not be, employees or officers of the Authority engaged in contracts management of this contract; nor is its employees and officers partners or relatives within the second degree of consanguinity or affinity to such Authority employees or officers; as prohibited by 25 TAC Sec.412.54(c)(1);

c. It and its employees and officers have not violated any standards of conduct stated by 25 TAC Sec.412.54(c)(2);

d. There is not, and during the Agreement term there will not be, participating in this contract, a former Authority employee or officer subject to 25 TAC 412.54(d).

6. **Work for Hire**. All work developed or prepared for the Authority pursuant to this Agreement, is the exclusive property of the Authority. All right, title and interest in and to property shall vest in the Authority upon creation and shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such work may not, by operation of law, vest in the Authority, or such work may not be considered a work made for hire, all rights, title and interest are irrevocably assigned to the Authority. The Authority shall have the right to obtain and to hold in its own name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give the Authority, as well as any person designated by the Authority, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Agreement.

7. **Receipts and Records**. Contractor agrees to provide the Authority upon request with receipts for the purchases of all goods and services involving the use of Authority funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Authority, including Plans of Service, for a period of six (6) years.

8. **Disclosure**. Contractor agrees to disclose to the Authority if Contractor is barred from the reward of a federal or state contract, or if such occurs anytime during the term of this Agreement. Contractor will provide immediate notification if such occurs anytime during the term of this Agreement.

9. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.

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11. **Training.** Contractor agrees to obtain and / or maintain training as required by the Quality Management Department, and as required and approved by the Authority. Proof of all required training shall be submitted to the Authority within thirty (30) calendar days of Agreement start date (all training needs to occur before the contractor serves clients). Required training may be obtained from the Authority; however, Contractor shall not bill Authority for said training hours. Failure to obtain and / or keep current required training will be deemed non-compliance and may be considered grounds for termination of this Agreement.

12. **Required Reporting Regarding Licensure**. Contractor agrees that it shall report to Authority, any allegation that a professional licensed or certified by the State of Texas employee of the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure. Contractor will further report to Authority if any professional has had his / her license revoked. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this Agreement may be terminated without prior notice.

13. **Reports of Abuse and Neglect.** Contractor must report to the Authority's Client Rights Officer at (936) 558-6232 **and** the Department of Family and Protective Services at (800) 252-5400, allegations of abuse, neglect and exploitation in compliance with federal and state law and the Authority's policies and procedures. Reporting to the Authority's Client Rights Officer shall include those allegations, confirmed or otherwise, which effect all individuals being served by the Contractor whether under this Agreement or not.

    a. Contractor agrees to adhere to the Authority's policy with regard to incident reporting. This policy will be made available to Contractor upon qualification for eligibility to join network and provide services.

    b. Contractor agrees to post all required rights, abuse / neglect and compliant information as required by the Authority.

14. **Required Information for Criminal Conviction Checks**. Contractor agrees to provide the Authority any information necessary to obtain or regarding criminal history record information / conviction data as per Exhibit C.

15. **Confidentiality of Records of Individuals Served by this Agreement.** Contractor agrees to comply with all applicable Health Insurance Portability and Accountability Act regulations, including the Business Associate Agreement, if applicable, to services provided (see Exhibit D), incorporated by reference to this Agreement. In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule (45 CFR Parts 160 and 164).

16. **Access**. Pursuant to Health and Safety Code §534.061, Contractor agrees to allow the Authority, or other authorized governmental agencies unrestricted access to all facilities, service providers, individuals served, records, data and other information as necessary to enable an agency of the State of Texas or the Authority to audit, monitor and review all financial or programmatic activities in services associated with this Agreement.

17. **Quality Management and Monitoring**. Contractor agrees: a) to conduct quality management activities including organizational self-assessments and measures of satisfaction as specified by the Authority; b) to comply with utilization management requirements as specified by the Authority; and c) to comply with Authority's monitoring procedures, including submission of reports and data and other information requested by Authority.

18. **AIDS / HIV Workplace Guidelines**. Contractor agrees to adopt and implement AIDS / HIV workplace guidelines similar to those adopted by DSHS and / or DADS and / or DARS any AIDS / HIV confidentiality guidelines, consistent with state and federal law.

19. **Assignment.** Contractor assigns to Authority any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (2000) as amended, and the Antitrust Laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01 et seq. (2001).

IV.
RESPONSIBILITIES OF THE AUTHORITY

1. **Payment**.

    a. In consideration of the obligations undertaken by Contractor, the Authority agrees to pay Contractor, in accordance with this agreement as per conditions found in Exhibit A, for

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an amount not-to-exceed the amount noted on Page 1 of this Agreement. *This Agreement is at all times contingent upon the availability and receipt of State or Federal funds that Authority has allocated to this Agreement, and if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Authority.*

b. Payment will be made on a monthly basis and shall be based upon the services provided by Contractor reflected in a completed invoice approved either by the CEO, or by the Authority employee(s) authorized to approve billing(s) as set forth in Section I. Personnel. All requests for payments along with required documentation are due no later than the 5th working day of the month.

c. The Authority agrees to pay the Contractor for other expenses that are incurred in performing services authorized by this Agreement as specified in writing and approved by the Authority employee authorized to approve billings as set forth in Section I. Personnel.

2. **Staff and Facilities.** The Authority agrees to allow Contractor the use of its staff and facilities necessary for carrying out the services provided by Contractor as necessary.

3. **Franchise Tax**. If Contractor is a corporation and becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

4. **Agreement Monitoring**. The Authority is responsible for routine monitoring of this Agreement to ensure the Contractor complies with the terms of this Agreement and to ensure that outcomes are appropriately managed.

V.
INSURANCE

1. Contractor agrees to maintain, at its sole cost and expense, policies of General and Professional Liability Insurance Coverage, Vehicle / Automobile Coverage and Workers' Compensation Coverage, as applicable, in order to insure Contractor and the Authority against any claim for damages arising in connection with Contractor's responsibilities under this Agreement.

   a. Contractor also agrees to maintain insurance, sufficient to meet State law, on all vehicles used to transport clients served by the Contractor.

   b. Contractor further agrees to carry adequate insurance, including reasonable liability coverage, for any structures used in serving clients pursuant to this Agreement.

   c. Contractor may request a waiver from the Chief Executive Officer or designee for any waivers in coverage due to non-applicability of the coverage to the service being provided under this Agreement.

2. Contractor shall furnish copies of all the above-described insurance policies and a Certificate of Insurance to the Authority upon request. All such insurance shall be secured and maintained with an insurance company or companies, satisfactory to the Authority and shall name the Authority as an additional insured. The Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Authority copies of all such policies and a Certificate of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. Contractor shall give the Authority thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

3. **Cancellation.** Upon request, new Certificates of Insurance shall be furnished to the Authority at the renewal date of all policies named on these Certificates. Contractor shall give the Authority thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

4. Contractors that are self-insured through their own self-insurance program must comply with all regulations applicable to the Contractor and shall furnish appropriate evidence to the Authority of the existence of such coverage for the services being provided to the Authority.

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5. If Contractor is a Texas State Agency or governmental entity, including an institution of higher education of the State of Texas, subject to Chapters 101 and 104 of the Texas Civil Practice and Remedies Code, it shall not be required to maintain the insurance coverage set forth in Part V, Section 1, above. In lieu of such coverages, Contractor agrees to maintain a self-insurance plan for Professional Liability Insurance pursuant to Chapter 59, Section 59.01 of the Texas Education Code and a self-insured Workers' Compensation Insurance Plan pursuant to Texas Labor Code Chapter 502, 503 or 504 as applicable. Such Contractors authorized under Section 59.01 of the Texas Education Code must comply with all regulations applicable to the Contractor and shall furnish appropriate evidence to the Authority of the existence of such coverage for the services being provided to the Agency.

VI.
INDEMNIFICATION

The Authority and Contractor each agree, to the extent permitted under the laws of Texas, to indemnify and hold harmless the other party, its trustees (if any), officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of the Authority or Contractor, respectively, pursuant to the performance of each respective party's obligations under this Agreement whether by that respective Party, its trustees (if any), officers, employees, or agents.

VII.
TERM AND TERMINATION

1. **Term**. The term of this Agreement is set forth on Page 1. In the event Authority and Contractor are still negotiating, preparing, and / or reviewing the services or Agreement for renewal on the termination date, this Agreement shall automatically extend for 90 days or until such time as a renewal Agreement is approved by the Authority's CEO, whichever comes first.

2. **Immediate Termination**. Authority may terminate this Agreement immediately if (a) Authority does not receive the funding to pay for designated services under this Agreement from the DSHS; (b) Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of the persons served under this Agreement; (c) Contractor has become ineligible to receive Authority funds; (d) Contractor or its employees has its Texas license or certification suspended or revoked; (e) in the case of contractors providing direct services to consumers, failure to disclose a criminal conviction; (f) the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements or (g) failure to apply to Authority designated Managed Care Organizations or follow credentialing requirements.

   * **Fund Availability**. This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority has allocated to this Agreement, and if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Authority.

3. **Termination Upon Default**. Either party may terminate this Agreement after 60 days written notice if the other party is in default of any of the provisions herein.

4. **Termination Without Cause**. This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

5. **Termination by Mutual Consent**. This Agreement may be terminated by the mutual consent of both parties.

6. **Termination due to HIPAA / Privacy Rule Violation**. Authority shall have the right to take the following steps in the event that it becomes aware of a material breach by Contractor of the Authority's Privacy Policy, Procedures, and / or Practices or becomes aware that Contractor has violated a material provision of the HIPAA Privacy Rule:

   a. Provide the Contractor with the opportunity to cure the breach or violations, or

   b. Immediately terminate the Agreement if Contractor is unable or unwilling to cure the breach or violations, or

   c. If neither termination nor cure is feasible, the Authority shall report the violation to Health and Human Services.

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7. **Transfer of Responsibilities**. Upon expiration or termination of this Agreement, Contractor and Authority shall cooperate to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Agreement to Authority or another entity designated by Authority.

8. **Dispute Resolution**. In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a dispute resolution panel composed of at least three persons selected by the Authority's CEO or his / her designee and adhere to the following steps:

   a. At least one member of the panel must be an employee or designee of the Contractor and at least one member must be an employee of the Authority.

   b. The panel shall hold a conference within the time period specified by the Authority's CEO or his / her designee.

   c. The panel shall make written recommendations concerning the resolution of the dispute based upon information presented by the Authority and Contractor.

   d. The recommendation shall be submitted to the Contractor within the specified timeframe.

   e. The Authority's CEO or his / her designee serves as the final authority in the resolution process and may accept or reject all or part of the panel's recommendations.

   f. Contractor shall be notified of the Authority's CEO or his / her designee's final determination in writing.

VIII.
NON-COMPLIANCE BY CONTRACTOR

1. **Penalties / Sanctions**. The failure of Contractor to perform any responsibility set forth in this Agreement, its exhibits or attachments, or any law, regulation, rule or requirement incorporated by reference may result in any one or more of the following penalties to be imposed or taken by the Authority, subject to notice as provided herein:

   a. Submission of a Plan of Correction to the Authority;

   b. Return funds to the Authority:

      1) For serving unauthorized persons with funds subject to this Agreement and

      2) For using funds for unauthorized purposes

   c. Withholding by the Authority, in whole or in part, any payments due and owing to Contractor until Contractor has cured the breach to the satisfaction of the Authority;

   d. Legal action to protect or remove Consumers when the life, health, welfare, or safety of one or more Consumers is endangered, or could be endangered or if the Authority has a reasonable belief that Contractor has engaged in the misuse of state or federal funds, fraud, or illegal acts;

   e. If the Authority is able to demonstrate a direct link between a sanction or penalty imposed upon the Authority by DSHS or any other state agency due to Contractor's performance, Contractor will refund / reimburse / remit to Authority those portions of the sanction / penalty assessed to the Authority. Examples of such instances would be documentation chart audits, CARE accuracy, failure to report accurate and timely information / data, and etc.

2. **Imposition of Penalties.** The Authority's Contract Manager or designee shall commence the imposition of penalties as set out in this section when the Contract Manager is of the opinion a failure to perform by the Contractor has occurred. This procedure shall utilize the following steps:

   a. Prior to imposing any penalty, the Authority's Contract Manager or designee shall send Contractor a Proposal of Penalties by certified mail stating any alleged breach(es), performance payback and / or the applicable penalty (Contractor may accept the proposal and remit payment or file a response as indicated in b);

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b. Contractor shall file any response with the Authority's Contract Manager or designee within ten (10) business days from the date the Proposal of Penalties Notice is received;

c. The CEO shall review the response, and if he / she concludes that a breach has occurred, shall send out a "Notice of Penalties" by certified mail fifteen (15) days from the date of receipt of Contractor's Response;

d. If a payment remittance or a Notice of Appeal is not filed by Contractor within fifteen (15) days from the date of the "Notice of Penalties", the appropriate action will be imposed by the Authority.

3. **Appeals**. Any Contractor receiving a "Notice of Penalties" may appeal the imposition by filing a "Notice of Appeal" with the Authority's CEO within fifteen (15) days of the date of receipt of the "Notice of Penalties". The procedure should be as follows:

a. The Authority's CEO will select three (3) persons to form a resolution panel to hear the appeal within the time period specified. At least one member of the panel must be an employee of another Contractor;

b. The panel shall hold a conference within the time period specified by the Authority's CEO. Based upon information presented by the Contractor and Authority, the panel shall make recommendations concerning the resolution of the alleged breach(es). The Authority's CEO serves as final authority in the resolution process and may accept or reject all or part of the panel's recommendations. Contractor shall be notified of the Authority's CEO's final determination in writing; and

c. The appeal of any penalty shall stay in the imposition of such action. If the penalty is affirmed, Contractor shall remit any monetary amounts assessed in the affirmed action to the Authority's CFO. The Authority may seek recovery of the amount in any court of competent jurisdiction.

The Authority may withhold any payment as to Contractor to satisfy any recoupment or penalty imposed by the Authority under this section. The Authority may take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations.

VIII.
MISCELLANEOUS

1. **Nondiscrimination**. Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, handicap, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

2. **Corporate Compliance.** Authority has an ongoing commitment to ensure that its affairs are conducted in accordance with applicable law and sound ethical business practice. Contractor agrees to adopt and implement a Business Code of Conduct and Corporate Compliance Plan similar to those adopted by Authority and consistent with state and federal law. Contractor shall develop and implement a process for its employees, volunteers and contractors to report possible compliance issues including a process for such reports to be fully and independently reviewed.

3. **Compliance Program**. Contractor acknowledges that he or she is aware that the Authority's Compliance Program is designed to promote compliance by the Authority and its covered contractors, with the requirements of Medicare, Medicaid and other federal healthcare programs. Contractor further acknowledges that he or she has received a copy of the Authority's Code of Conduct and will abide by such Code of Conduct and will participate, as necessary, in the Authority's compliance program.

4. **Professional Conduct**. During the term of this Agreement, Contractor shall not engage in a business, calling, treatment, conduct or enterprise which is or may be, in Authority's sole discretion, contrary to the interest, benefit, or reputation of Authority. Contractor will conduct his

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/ her relationships with Authority and its employees and consumers referred by Authority in a professional and positive manner and not make untruthful or otherwise disparaging statements regarding his / her relationship with Authority, its employees or consumers served.

5. **Lobbying and Political Activity**. Contractor shall not use funds received under this Agreement to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification or any contract or grant.

6. **Contractor is Prohibited From the Following:**

   a. offering any gift with a value in excess of $10 to potential clients; and

   b. soliciting potential clients through direct-E-mail or by telephone.

7. **Amendment**. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Authority and Contractor.

8. **Entire Agreement**. This Agreement 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.

9. **Training**. Upon request of the Authority, Contractor agrees to complete the Authority's additional required training as per State contract guidelines. This includes Code of Conduct, Confidentiality and HIPAA, Consumer Rights, Detecting and Reporting Abuse, Infection Control and Safety Management.

10. **Additional Requirements**. If Contractor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the Agreement or places a significant financial burden on the Contractor, the Contractor may, upon giving 60 days notice of such intention, be entitled to renegotiate the agreement.

11. **Governing Law and Venue**. This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Angelina County, Texas.

12. **Notices**. Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Authority or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt and will be sent to the addresses noted on the signature page of this contract.

13. **Severability**. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

14. **Authority to Bind Authority**. This Agreement is not binding upon the Authority unless and until it has been executed by the CEO.

15. **Contractor's Authority**. The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.

16. **Electronic or Facsimile Signatures and Duplicate Originals.** Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S .C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

17. **Exhibits**. All Exhibits referred to in this agreement and attached hereto are incorporated herein by this reference.

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This Agreement is effective September 1, 2026, and will expire on August 31, 2027, or until such time as either party notifies the other in writing of cancellation as per Termination Clause in Section VII.

BURKE CENTER DBA BURKE
2003 South Medford Drive
Lufkin, Texas 75901
Phone: (936) 639-1141
Fax: (936) 633-5695

SABINE COUNTY
The Honorable Richard Barnett
310 Main Street
Hemphill, TX 75948
email: richard.barnett@co.sabine.tx.us
(409) 787-3543
Tax ID No.: _____

By: **BURKE CENTER DBA BURKE**

_____ _____
Melanie Taylor, CEO Date

By: **SABINE COUNTY**

RA Barnett
_____ _____
The Honorable Richard Barnett Date

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EXHIBIT A
PROFESSIONAL SERVICES TO BE PROVIDED

Obligations of Contractor:

1. Develop and maintain a Mental Health Deputy (MHD) Program (Program) by assigning 05 (50%) FTE licensed Texas Peace Officer to serve as the Mental Health Deputy.
    a. The Mental Health Deputy shall be a licensed Texas Peace Officer in good standing with the Texas Commission on Law Enforcement (TCOLE) and meet all qualifications required by this Agreement.
    b. The Contractor shall notify Authority within five (5) business days of any vacancy, reassignment, extended leave, or other staffing change affecting the Mental Health Deputy assigned to the Program.
    c. The Mental Health Deputy's work schedule shall be determined in accordance with the Contractor's policies and procedures.

2. Coordinate with Authority personnel to respond to requests for crisis intervention for individuals identified to be in a behavioral health emergency;

3. Participate in the quarterly Regional East Texas Health Network (RETHN) meeting, or other Authority-designated regional stakeholder meeting, during each State Fiscal Year (September 1 through August 31).

4. Ensure mental health deputies transport individuals in behavioral health emergencies to the appropriate service location where the individual can receive crisis stabilization services. Service locations may include the following: community hospitals, contracted psychiatric beds, crisis respite units, crisis residential units, extended observation units, crisis stabilization units, and state hospital facilities.

5. Ensure that, when clinically appropriate and in accordance with applicable law, the Mental Health Deputy collaborates with Authority staff to initiate emergency detention or obtain a judge's or magistrate's order for emergency apprehension and detention under Chapter 573 of the Texas Health and Safety Code.

6. When executing a court order issued pursuant to Section 574.023 of the Texas Health and Safety Code, the Mental Health Deputy shall transport, or assist with arranging appropriate transportation for, the individual to the designated inpatient mental health facility.

7. Upon assignment to the Program and annually thereafter, coordinate and/or conduct training for the Mental Health Deputy. Training shall include, at a minimum: recognizing the signs and symptoms of mental illness, substance use disorders, and co-occurring disorders; understanding cultural and diversity considerations; and crisis intervention and de-escalation techniques.

8. Complete all required Authority and HHSC documentation, including the MHGJII Form C (or its successor), for each qualifying encounter in accordance with Program requirements and established reporting timelines.
    a. Contractor shall submit all required documentation supporting reimbursement in the form and manner prescribed by Burke Center.

9. The Contractor shall cooperate with Authority in program monitoring, quality improvement activities, and requests for documentation related to the MHGJII Program.

Obligations of Authority:

1. Provide initial and ongoing training for Mental Health Deputies (MHDs), including behavioral health disorders, crisis intervention, de-escalation, legal and ethical considerations, and other topics required by the MHGJII Program.

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2. Provide ongoing clinical consultation and technical assistance to the Mental Health Deputy regarding behavioral health assessment, crisis intervention, and appropriate referral and disposition of individuals experiencing behavioral health crises.

3. Conduct behavioral health screenings, evaluations, and assessments, as clinically appropriate.

4. Determine the most appropriate level of care and disposition based on the individual's clinical needs and safety.

5. Provide appropriate clinical documentation to support emergency detention, transportation, referral, or other interventions, as permitted by law.

6. Ensure applicable clinical and statutory requirements for emergency detention are met in accordance with Chapter 573 of the Texas Health and Safety Code.

7. Coordinate quarterly Regional East Texas Health Network (RETHN) meetings, or other Burke Center-designated regional stakeholder meetings, to promote collaboration and program coordination.

8. Monitor Program performance, collect, maintain, and report required data, and submit required reports to HHSC in accordance with MHGJII grant requirements.

9. Maintain and submit the required roster of Mental Health Deputies assigned to the Program in accordance with HHSC requirements.

Payment Terms:

1. Authority agrees to pay Contractor up to $4,000.00 per month for the Mental Health Deputy program. This payment includes salary, fringe, fuel and equipment expenditures. This State grant requires a 25% match therefore Contractor agrees to pay up to $1,333.33 per month as match.

2. Authority shall remit payment to Contractor within fifteen (15) business days after receipt and approval of all required monthly documentation supporting reimbursement.

3. No reimbursement shall be made to Contractor until this Agreement has been fully executed by both parties.

4. Contractor shall not be eligible for reimbursement under this Agreement for any period during which the assigned Mental Health Deputy fails to meet the minimum qualifications set forth in Exhibit B.

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EXHIBIT B
CONTRACTOR QUALIFICATIONS

The Contractor shall ensure that each individual assigned as a Mental Health Deputy (MHD) meets and maintains the following minimum qualifications throughout the term of this Agreement:

1. Be a licensed Texas Peace Officer in good standing with the Texas Commission on Law Enforcement (TCOLE).

2. Be designated by the Contractor to serve as the Mental Health Deputy for the MHGJII Program.

3. Successfully complete crisis intervention training through a Texas Commission on Law Enforcement (TCOLE)-approved curriculum and all Authority and MHGJII Program training requirements applicable to the Mental Health Deputy assignment

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EXHIBIT C
REQUIRED INFORMATION FOR CRIMINAL CONVICTION CHECKS

The Contractor agrees to provide to the Authority any information necessary to obtain or regarding criminal history record information/conviction data on Contractor or any of Contractor's employees whose duties place them in direct contact with clients in accordance with Tex. Health & Safety Code Ann. §533.007 (Vernon 1992) and Chapter 250, the Texas Government Code Chapter 411.115, and 25 Texas Administrative Code Chapter 414, Subchapter K. Should contractor or any employee have a criminal history/conviction relevant to its employment then Contractor shall immediately remove the employee from any direct contact with clients/consumers. If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

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EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

Burke Center Business Associate Agreement Provisions

Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sabine County.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Burke Center.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware, within 5 days of discovery;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

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(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Community Services Contract.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(b) Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of September 1, 2026, and shall terminate on August 31, 2027, or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by covered entity, if covered entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by covered entity if allowed by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

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3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at in paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

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Mental Health Deputy
Service Contact Report (Form C)

County of Encounter		**Date:**		**Time (24-hour):**	_____:_____
Person's Unique Identifier:				**Population:** ☐ Adult (18+) ☐ Child	

Substance Use Disorder (SUD): Check only one	**Intellectual/Developmental Disability: Check only one**
☐ Suspected ☐ Diagnosed SUD ☐ Diagnosed COPSD ☐ No indication ☐ Unable to determine	☐Suspected ☐ Confirmed ID/DD diagnosis ☐ No indication ☐ Unable to determine

Encounter Type: Check only one
☐ Initial response from referral ☐ Encountered on regular duty ☐ Follow-up ☐ MH warrant ☐ Transport only ☐ Other

Referral Source: Check only one
☐ 911 ☐ 988 ☐ Community-based crisis facility ☐ Court/legal ☐ Crisis hotline ☐ Diversion center ☐ ED/ER ☐ EMS ☐ Encountered on regular duty ☐ Family/friends ☐ Inpatient mental health facility
☐ Jail ☐ Law enforcement ☐ MCOT ☐ Medical facility (not ED/ER) ☐ Other LMHA staff (not MCOT) ☐ Parole/probation ☐ Private or non-profit organization ☐ School/university ☐ Self ☐Other

Primary Referral Reason: Check only one
☐ Behavior/mood ☐ Delusions ☐ Deterioration ☐ Follow-up ☐ Hallucinations ☐ Homicidal ideation ☐ Housing crisis ☐ Medical ☐ Post hospital discharge ☐ Post jail release ☐ Substance use ☐ Transport
☐ Welfare check ☐ Other

Service Provider: Check only one	**Service Location: Check only one**
☐ Deputy/LEO ☐ Deputy and MH staff ☐ IDD staff only ☐ MH staff only ☐ Multiple/co-response ☐ Other first responder(s) only	☐ Community/public ☐ Hospital ☐ Jail ☐ Phone/virtual ☐ Residence ☐ Other

Transport Mode (if person transported): Check only one	**Transport Destination (if person transported): Check only one**
☐ EMS ☐ Family ☐ MCOT ☐ MHD ☐ Not applicable ☐ Other	☐ Community-based crisis facility ☐ Diversion center ☐ ER ☐ ER for medical clearance ☐ Home/residence ☐ Housing provider ☐ Inpatient psychiatric facility ☐ Jail ☐ Local hospital (Not ER) ☐ Other LMHA site/clinic ☐ Other service provider location ☐ SUD Facility☐ Not applicable

Diversion Type: Check only one	**Emergency Detention:**	**Disposition: Check only one**
☐ Hospital ☐ Jail ☐ Jail and hospital ☐ Not applicable ☐ Unable to divert	☐ Yes ☐ No	☐ Remained with service referral ☐ Remained, declined referrals ☐ Refused to engage ☐ Transportation to alternative destination ☐ Other: _____

Service Referrals: Check all that apply

LMHA	**Housing**	**Peers**	**Legal**	**SUD**	**ID/DD**	**MCOT**
☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes
☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No
☐ N/A	☐ N/A	☐ N/A	☐ N/A	☐ N/A	☐ N/A	☐ N/A

Additional/Other Comments:

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