



HELEN FARABEE CENTERS

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
HELEN FARABEE CENTERS
AND
COUNTY OF CLAY

This Memorandum of Agreement (MOA) is effective as of the **1st day of September, 2015** between Helen Farabee CenterS (Center) acting by and through its Executive Director, and the County of Clay, acting by and through their Commissioner's court. This MOA sets forth the terms and conditions under which the Center will provide Public Behavioral Health and Intellectual Disability Services residents of Clay County, pursuant to the authority contained in the Texas Health and Safety Code, Section 533.034.

ARTICLE I Support

County agrees to:

1.1.1 Contribute **\$2,900** annually as support for Clay County Behavioral Health Services.

Payments will be payable to:
Helen Farabee Centers
P.O. Box 8266
Wichita Falls, Texas 76307

1.1.1.1 Payment may be made at any time by the City/County/ISD within the current fiscal year. The Center will be establishing a Purchase Card (PC) system during the term of this Agreement. Even though this PC system is not mandatory, it is encouraged. Instructions and training will be provided to each entity before starting this PC system between parties.

1.1.1.2 The Center will send out quarterly statements to reflect any payments that have been received in accordance with this agreement. If a payment is not made during the quarter, then it will reflect an outstanding balance until full payment is received by the Center. This quarterly statement is for the Center's accounting records and for the County's information. Any questions or discrepancies can be directed to the Centers' designated representative in this regard. Upon award a cover letter will be sent that will provide the name and telephone number of this representative.

ARTICLE 2
Service Provided

2.1 The County authorizes the Center to supervise and administer Behavioral Health Services when needed to any resident of Clay County.

2.2 The Center will provide Behavioral Health Services to the residents of Clay County.

2.2.1 All services will comply with the standards set forth in Texas Department of State Health Services and the Texas Department of Aging and Disability Services in the Texas Health and Safety Code and the Texas Administrative Code.

2.2.2 The Center will provide Behavioral Health outreach, hotline, screening, extended observation, psychiatric examination, assessments, routine case management, counseling, peer support, respite services, crisis, medication training and support, psychosocial rehabilitative, skills training and development, laboratory tests, and for those hospitalized continuity of care/discharge planning.

2.2.3 The Center will provide Eligibility Determination, Case Management, respite, nursing, behavioral supports, day habilitation, community supports, supported employment services to individuals with Intellectual Disabilities and Related Conditions.

2.2.4 The choice of and admission to medically necessary services is determined jointly by the individual seeking service, the Center, and State Eligibility Criteria set by the Texas Department of State Health Services and the Texas Department of Aging and Disability Services.

2.2.5 The Center may delegate another entity to perform some or all of the Behavioral Health Services and Intellectual Disability Services described herein.

2.2.6 The Center may provide services from any location.

2.2.7 In addition to the annual support received by the County, the Center will provide the necessary resources to provide services as described in this MOA. However, services may be limited, reduced, or individuals placed on waiting lists depending on funding availability.

ARTICLE 3
Service Fees

3.1 Fees charged and collected from residents or 3rd parties for services shall be retained by Helen Farabee Centers.

3.2 No one is refused services solely on inability to pay.

ARTICLE 4
Confidentiality

4.1 The Center must treat all information that is obtained through the performance of services included in the MOA as confidential information under state and federal laws, rules, and regulations, including the HIPAA Privacy and Security Rule, governing the use and disclosure of Member Protected Health Information (PHI).

ARTICLE 5
Professional Conduct

5.1 While performing the services described in the MOA, the Center will act professional and require its employees and contractors to conduct themselves in a businesslike and professional manner.

ARTICLE 6
Complaints

6.1 Register any complaints or questions with the local Center Manager at 940-696-6133, the Director of Behavioral Health Services at 940-397-3300, and/or Executive Director 940-397-3101.

ARTICLE 7
Term and Termination

7.1 This MOA shall be effective as of the Effective Date set forth above and shall be a continuing agreement until changes are made by mutual agreement by a formal modification signed by both parties which includes partial or full cancellation of the agreement.

7.2 A review of this agreement will be conducted annually for making revisions that might be required. Either party may request an additional review at any time.

7.3 The MOA may be terminated by either party providing at least sixty days advance written notice to other party. At which time all outstanding issues will be resolved by mutual agreement.

ACKNOWLEDGEMENT

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN HELEN FARABEE CENTERS
AND COUNTY OF CLAY**

County of Clay

Kenneth Liggett
Signature

Kenneth Liggett
Printed Name

County Judge
Title

Sept. 28, 2015
Date

Helen Farabee Centers

Signature

Printed Name

Title

Date