

STATE OF TEXAS                   §  
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COUNTY OF RAINS               §

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MEMORANDUM OF  
UNDERSTANDING BETWEEN  
**RAINS COUNTY,**  
TEXAS AND  
ANDREWS CENTER  
FISCAL YEAR 2026

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THIS Memorandum of Understanding (MOU) is entered into between Andrews Center established and operated as a Local Mental Health Authority Center pursuant to Texas Health and Safety Code (TH&SC), Chapter 534, Subchapter A, and Designated as a local MHMR Authority pursuant to Subchapter B (hereinafter referred to as “Center,” and **Rains County**, through the **Rains County Jail** (hereinafter referred to as “Jail”), with both parties acting herein under the authority and pursuant to the terms of the Texas Health and Safety Code, § 614.013, *et seq.*

**BACKGROUND**

The Health and Human Services Commission (HHSC) requires that Local Mental Health Authorities (LMHAs) provide mental health services in every county and provide mental health crisis response services if requested by a jail in the LMHA’s specific geographic area for inmates experiencing a mental health crisis. Jails do not pay for mental health crisis response services.

A crisis is defined by 25 TAC, Chapter 412, Subchapter G, specifically, subsection 412.303(13).

*Crisis – A situation in which:*

- (A) the individual presents an immediate danger to self or others; or*
- (B) the individual’s mental or physical health is at risk of serious deterioration; or*
- (C) an individual believes that he or she presents an immediate danger to self or others or that his or her mental or physical health is at risk of serious deterioration*

Crisis services include those captured in 25 TAC, Chapter 412, Subchapter G, specifically, subsection 412.321.

*Mental health crisis response services include:*

- (A) a crisis screening;*
- (B) a crisis assessment; and*
- (C) a recommendation about the level of care required to resolve the crisis situation.*

In addition, LMHAs are required to provide *written reports with information about defendants suspected of having a mental illness or intellectual disability if ordered by the judiciary.*

Rains County Jail MOU 2026, Word/Countries Correspondence

Texas Administrative Code (TAC), Title 37, Part 9, relating to Texas Commission on Jail Standards, specifically, §273.21, relating to Health Services, specifies the following: "The owner/operator of each facility shall provide medical, mental, and dental services in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health professional, hospital, or similar services." Rules 273.2 indicates that each facility shall have a written plan, approved by the Commission, for inmate medical, mental, and dental services and describes the information that must be included in the Health Service Plan. As reflected in the Minimum Jail Standards, it is the county jail's responsibility to provide medical, mental, and dental services.

**Rains County Jail** seeks to purchase mental health screening services from Andrews Center.

#### **STATEMENT OF UNDERSTANDING**

- A. The Jail shall contact the 24/7 crisis hotline to initiate all crisis service calls.
- B. The Jail Shall email routine requests to forensic@andrewscenter.com to initiate a non-crisis mental health screening.
- C. The Center shall perform either an in-person face to face or tele-video screening within one week of receipt of the requests.
- D. The Center shall provide the Jail with a copy of the screening.
- E. The Center shall establish psychiatric medication services for inmates diagnosed with Serious and Persistent Mental Illness.

#### **IDEMNITY CLAUSE**

Provider hereby agrees, to the extent permitted under the laws of the State of Texas, to indemnify and hold harmless the **Local Authority** and all of its directors, officers, employees, and agents from all suits, action, claims or cost of any character, type or description, including attorney fees and cost of court, brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited clients, arising out of or occasioned by any negligent or wrongful acts of Provider or Provider's personnel, if any, or its agent or employees whether occurring during the performance of the services under the Agreement or in the execution of the performance of any of its duties under this Agreement.

#### **PAYMENT FOR SERVICES**

The Jail will reimburse the Center for non-crisis mental health screenings at a rate of **\$45.00** per screening, **\$145** per diagnostic evaluation, **\$110.00** per psychiatric medication eval, **\$90.00** per psychiatric medication follow-up, and **\$80.00** per individual counseling session. The rate will be billed from Andrews Center to **Rains County Jail**. All invoices will include the inmate's name, LMHA's client number, date the service was performed and name of the staff providing the service.

**PAYMENT OF REIMBURSEMENTS**

If reimbursement is to be made, the Jail shall submit invoices to the Center by the 10<sup>th</sup> day of each month for services provided during the preceding calendar month. Invoices should be sent to the following address:

Andrews Center  
P.O. Box 4730  
Tyler, TX 75712

**TERM OF CONTRACT**

This MOU is to begin March , and shall be terminated upon notification by Rains County or Rains County Sheriff's Department or Andrews Center. Any of the parties may terminate this contract without cause upon 30 days written notice to the other parties.

**CONFIDENTIALITY**

**Rains County** agrees to keep all client information confidential in accordance with all applicable state and federal laws, statues, and regulations protecting the confidentiality of such information.

**Rains County** agrees to institute appropriate procedures for safeguarding client information, especially client identifying information. The term "Client identifying information" includes, but is not limited to, a client's medical records, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc. and any acknowledged that a person is or has been a client of the facility, Center, or other designated provider.

**Rains County** agrees to comply with all applicable Health Insurance Portability and Accountability Act Regulations.

**REALTIONSHIP OF PARTIES**

Nothing in this MOU shall be construed to that effect and any association is strictly for the purpose stated herein. The Jail shall have the sole right to supervise, manage, operate, control and direct the performance of the detail incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principle-agent or to otherwise create any liability for either party whatsoever with respect to the liabilities and obligations of the other party.

Rains County Jail MOU 2026, Word/Counties Correspondence

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

FOR ANDREWS CENTER:

FOR RAINS COUNTY:

*Keisha Morris, QCC, LCDC*

\_\_\_\_\_  
Keisha Morris

Chief SIMS Officer

\_\_\_\_\_  
Brent Hilliard

County Judge

FOR THE RAINS COUNTY JAIL:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Hopkins

County Sheriff

\_\_\_\_\_  
Robert Vitiow

District Attorney

Digitally signed by Robert Vitiow  
DN: cn=Robert Vitiow, o=Rains County  
Attorney's Office, ou=County Attorney,  
email=robert.vitiow@co.rains.tx.us,  
c=US  
Date: 2026.03.11 17:29:22 -05'00'