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July 27, 2023

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Burnet County

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Commissioner Joe Don Dockery
on Behalf of Burnet County
220 South Pierce Street
Burnet, Texas 78611

Dear Commissioner Dockery,

Bluebonnet Trails Community Services finds it is in the best interest of all parties serving in the Burnet County Jail to provide our 60-day notice to terminate the existing Contract for Services with Burnet County, effective September 25, 2023. I respect Burnet County will be seeking a contractor to provide these services ensuring the jail's compliance with jail standards and may seek to terminate the existing Contract for Services prior to the 60-day period defined in Article III of the existing Contract for Services. Bluebonnet Trails Community Services fully supports an earlier termination date.

To that end, Bluebonnet Trails Community Services (BTCS) commits to providing psychiatric care for inmates of the Burnet County Jail until the existing Contract for Services may be terminated, as follows:

1. **Addressing the prioritized backlog.** For inmates requiring mental health care, BTCS commits to:
 - a. Prioritizing the inmates by level of need alongside Burnet County Jail Administration.
 - b. Ensuring provider availability throughout the remaining period of the Contract for Services.
Article I.B. of the Contract for Services capitates the hours of BTCS providers to 32 per month with the option of an additional 8 hours. Since the implementation of the plan to address the backlog on July 24, 2023, BTCS has initiated the plan to bring in multiple licensed psychiatric prescribing providers at an hourly cost 15% higher than the agreed upon rate within the Contract for Services. As a result, effective July 24, 2023:
 - i. BTCS will be charging Burnet County only the rate allowed within the Contract for Services until the Contract for Services may be terminated.
 - ii. BTCS received verbal agreement to exceed the capitated hours from Captain Matt Kimbler and Lieutenant Lou Armbruster on July 17, 2023. BTCS will be scheduling access to prescribing providers in collaboration with the jail to ensure the jail may continue the option to capitate hours until the Contract for Services may be terminated.
 - iii. BTCS will provide electronic copies of notes, evaluations and orders in a format that may not be altered to Jail Administration to oversee the entry of these documents into the jail's electronic health record.
2. **Administrative Services.** Under advice of BTCS legal counsel, no BTCS staff member or contractor will enter data into the electronic health record of the Burnet County Jail. As a result:
 - a. Effective July 24, 2023, BTCS will not charge Burnet County for Administrative Activities defined under Article I.C. of the Contract for Services with a cap of 32 hours/month, 8/hours/week, as BTCS staff and contractors will not enter data into the jail's electronic health record.
 - b. As BTCS does not charge Burnet County for the documentation time of BTCS prescribing professionals, BTCS will continue this practice until the Contract for Services is terminated.
 - c. BTCS will provide electronic copies of notes, evaluations and orders in a format that may not be altered to Jail Administration to oversee the entry of these documents into the jail's electronic health record.

3. **Mental Health Crisis Screenings – 16.22 Court Orders.** BTCS commits to continuing provision of these services on behalf of the Burnet County Jail, as described in Article I, K-M of the Contract for Services. Should Burnet County seek to continue these services through BTCS after termination of the Contract for Services:
 - a. BTCS will offer a draft Contract for Services for consideration of Burnet County.
 - b. The draft Contract for Services will retain the description of and rate for services matching the existing Contract for Services.
 - c. BTCS will provide electronic copies of screenings and notes in a format that may not be altered to Jail Administration to oversee the entry of these documents into the jail's electronic health record.
 - d. BTCS will continue to access all state databases, informing BTCS care in the Burnet County Jail.
4. **All Other Burnet County Services and Grant-Funded Programs through BTCS.** Other than those services stated above, BTCS commits to continuing all other BTCS services and programs funded through federal and state contracts and grant awards to BTCS supporting Burnet County, until these services and programs may be terminated by BTCS, Burnet County and/or the funder.
 - a. As this may include services provided in the Burnet County Jail, BTCS will provide electronic copies of screenings and notes that may not be altered to Jail Administration to oversee the entry of these documents into the jail's electronic health record.

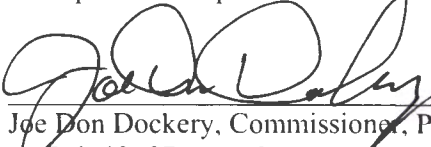
I appreciate the discussion with Sheriff Calvin Boyd on July 27, 2023 to ensure the psychiatric needs of the inmates of Burnet County Jail may be addressed throughout the life of the existing Contract for Services. I appreciate Burnet County will be seeking a psychiatric services provider best meeting the needs of the Burnet County Jail.

Very truly yours,



Andrea Richardson
Chief Executive Officer
Bluebonnet Trails Community Services
Office: 512-244-8305 | Fax: 512-244-8401

Receipt and Acceptance:



Joe Don Dockery, Commissioner, Precinct 4
on Behalf of Burnet County

Copies: **Bluebonnet Trails Community Services**
Dr. Mark Janes, Chief Medical Officer
Courtney Bearden, PMHNP
Paul Sisler, Chief Financial Officer
Monica Rodriguez, Contracts Manager
Pamela Beach, Legal Counsel
Marikay Evans, Legal Counsel

Burnet County:
Sheriff Calvin Boyd
Chief Deputy Alan Trevino
Captain Mike Sorenson
Captain Matthew Kimbler
Lieutenant Lou Armbruster
Jana Teague, Burnet County Grants Administrator

CONTRACT FOR SERVICES

This Contract for Services (Contract) is entered into between **Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS)** and **Burnet County (County)** for the provision of psychiatric services provided to inmates of the Burnet County Jail.

I. SCOPE OF SERVICES.

- A. BTCS will provide a qualified staff member to conduct crisis and emergency screenings to inmates presenting with a psychiatric emergency and need for immediate evaluation.
- B. BTCS will provide at least thirty-two (32) hours per month with an option to increase by up to eight (8) additional hours if needed of psychiatric services by a licensed psychiatrist, physician assistant (PA) under the supervision of a psychiatrist, and/or an Advanced Practice Registered Nurse (APRN) certified as a Psychiatric and Mental Health Nurse Practitioner. Billable hours include administrative time for paperwork, documentation, and consultation.
- C. BTCS staff will provide prescriber administrative functions such as Electronic Health Record (EHR) entries, scheduling, and data entry. The County will ensure BTCS staff have access to their electronic health records and other needed systems. BTCS will include a monthly itemized list detailing time and activities for both prescriber and administrative time. This work will be performed by a 0.2 FTE (8 hours per week, 32 hours per month) administrative position, a Program Support Specialist, at \$22 per hour.
- D. Additional hours beyond those noted in I.B., above, may be added as mutually acceptable upon BTCS receipt of a timely request from the County. Services beyond the limit established in I.B., above, may not exceed an additional 8 hours per month. Additional hours are subject to provider availability and County approval.
- E. BTCS will collaborate with the Burnet County Jail to ensure seamless episode of care and maximize the use of available resources.
- F. Inmates not referred for psychiatric hospitalization can be referred for follow up by the psychiatrist or Advanced Practice Registered Nurse generally available on a weekly basis.
- G. BTCS will ensure access to psychiatric services, either in house, or by referral relationship. Services will be provided in person and/or via tele-video by a licensed psychiatrist, APRN, or PA.
- H. BTCS will maintain, provide a copy of, and inform the County within five (5) business days of any changes to all certifications, licensure, or registrations required by law. In addition, Provider will maintain general and professional liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence.
- I. Both parties will work to maintain coordination between BTCS and jail-based Mental Health Providers.
- J. In the event the Burnet County Jail prescriber is in a disagreement with the BTCS prescriber and opts to change medical orders, the Burnet County Jail prescriber will assume full responsibility and any liability for the individual in question. Following the change of any medical order by the Burnet County Jail prescriber, should the event arise in which the Burnet County Jail prescriber determines that the individual in question needs to be seen again by the BTCS, only the BTCS's Medical Director may authorize further care.
- K. BTCS will provide services to any presented inmate housed in the Burnet County Jail.
- L. In addition to mental health crisis screening services, BTCS will provide written reports with information about defendants suspected of having a mental illness or intellectual disability. These reports are based on screenings prompted by either a 16.22 Order, or a positive match during a Continuity of Care Query (CCQ) in the State Database.
- M. If a judge orders BTCS to conduct a mental health interview and collect information for a mandatory assessment in response to the Texas Code of Criminal Procedure Article 16.22 (as enacted by House Bill 601, 86th Texas Legislative Session), the county shall reimburse BTCS at \$30 per assessment.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis for Services provided to County by the fifteenth (15th) working day following the end of the month services were rendered. The County shall pay BTCS for Services provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Advanced Nurse Practitioner	\$100/hr or \$25/15 minutes
BTCS – Psychiatrist	\$125/hr
East Texas Behavioral Health Network (ETBHN) – Psychiatrist	\$175/hr
East Texas Behavioral Health Network (ETBHN) – APRN/PA	\$135/hr
Mental Health crisis screenings due to 16.22 court orders	\$30/assessment
Administrative Activities	\$22/hr

Medication costs will be the responsibility of the County on all inmates who present for evaluation or review. Burnet County Jail will be responsible for payment on all hours exceeding 8 hours, at the rate indicated within Article II, Payment for Services.

Payment must be made within thirty (30) days after receipt of the monthly statement.

Submission of Invoices:
Burnet County Auditor
133 E. Jackson St
Burnet, TX 78611

Payments shall be made to:
Bluebonnet Trails Community Services
Attn: Accounting Department
1009 N Georgetown St
Round Rock, TX 78664

III. TERM OF AGREEMENT

This Agreement is to begin September 1, 2021 and shall terminate September 30, 2022. It is noted that the 13-month period of this Agreement is to allow for the synchronizing the term of this Agreement with the Burnet County budget cycle. This Agreement may be terminated by either party with a 60-day written notice to the corresponding party.

IV. AMENDMENT

Any change, addition or deletion to the terms of this Agreement shall be in writing and executed by both parties. An executed facsimile copy will be sufficient to evidence the parties' agreement to any change, addition, or deletion to this Agreement.

V. CONFIDENTIALITY

Both parties acknowledge that in receiving, storing and processing or otherwise dealing with any information about clients in the program, they are fully bound by the provision of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR.

Both parties agree to undertake to resist in judicial proceeding any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 CFR, Part 2.

VI. INDEMNIFICATION

BTCS hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless County and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) 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 to clients, arising out of or occasioned by non-performance or any negligent acts of BTCS or BTCS's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

County hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless BTCS and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) 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 to clients, arising out of or occasioned by non-performance or any negligent acts of Burnet County or Burnet County Jail personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

VII. NOTICE

All notices and correspondence given pursuant to this Contract must be in writing and sent to the following individuals and addresses;

Bluebonnet Trails Community Services
Attn: Andrea Richardson, Executive Director
1009 N. Georgetown St
Round Rock, TX 78664-3289

Burnet County
Attn: Judge James Oakley
220 S Pierce St
Burnet, TX 78611

VIII. GOVERNING LAW

The laws of the State of Texas will govern this Contract. Venue shall be in Williamson County, Texas.

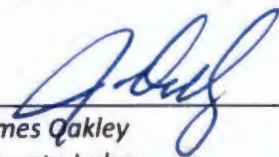
IX. BINDING AUTHORITY

The individuals represented by the BTCS and County signatures below represent that they have full authority to enter into this Contract.

In signing this Contract, BTCS and County affirm their mutual goal is to provide substance abuse intervention and treatment services to individuals and their families.



Andrea Richardson, Executive Director
Bluebonnet Trails Community Services



Judge James Oakley
Burnet County Judge

09-22-2021

Date

9-28-2021

Date