

WILLIAMSON COUNTY MOBILE CRISIS SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) for crisis funding from the State of Texas is made and entered into effective this 1st Day of September 2015, by the between WILLIAMSON COUNTY (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (Bluebonnet) which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, Bluebonnet is the Local Mental Health Authority for Williamson County and is the provider of mental health services for the citizens of Williamson County; and,

WHEREAS, the County has been working in partnership with Bluebonnet to provide mental health services for the citizens of Williamson County and, Bluebonnet has been an active member of the Williamson County Mental Health Committee and participated in the development and implementation of mental health programs such as the Mobile Outreach Team in 2004; and

WHEREAS, the above-mentioned meetings have resulted in agreement on certain areas of common concern, including the desire to avoid duplication of mental health services through the expansion of the existing County Mobile Outreach Team; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **MISSION OF THE EXPANDED MOBILE CRISIS OUTREACH TEAM**

The Mission of the Mobile Crisis Outreach Team (MCOT), as legislated during the 80th Texas

Legislature and overseen by the Texas Department of State Health Services Performance Contract, is to link non-violent persons in crises with mental health, social service, or medical providers in order to prevent escalation or interaction with law enforcement and other first responders.

2. TERM OF CONTRACT

The term of this Agreement shall begin on September 1, 2015 and continue until January 5, 2016 at 5:00 p.m., unless Section 7 (Duration) or Section 8 (Termination) is exercised.

3. ADDITIONAL MOBILE OUTREACH TEAM MEMBER

Williamson County will ensure the availability of a Masters Level Counselor who has a Licensed Professional of the Healing Arts (LPHA) or a Registered Nurse (RN) with psychiatric experience to serve on the Williamson County Mobile Outreach Team (MOT). The MOT member shall remain under the control and supervision of the County at all times and shall remain a County employee, entitled to the same benefits and subject to the same restrictions as any other MOT member.

4. RESPONSIBILITIES OF WILLIAMSON COUNTY

The responsibilities of Williamson County are outlined in Attachment A, made a part of this Agreement.

5. RESPONSIBILITIES OF BLUEBONNET

The responsibilities of Bluebonnet are outlined in Attachment B, made a part of this Agreement.

6. ACCOUNTING

Williamson County will provide supporting documentation for all expenses related to this Agreement to Bluebonnet. Williamson County is responsible for adherence to all financial and reporting obligations for which the entity is responsible.

Bluebonnet will manage the Crisis Services Redesign funds including timely payment for services as indicated by this Agreement. Bluebonnet is responsible for adherence to all financial and service data reports to the State as well as all other financial and reporting obligations for which the entity is responsible.

7. DURATION

THIS AGREEMENT WILL BE EFFECTIVE: While State crisis money is available, or until the agreement is terminated by either party or otherwise expires according to the Term of Contract set out above.

8. TERMINATION

RIGHT TO WITHDRAW: A Party to this Agreement has the right to withdraw from the Agreement by providing written notice which must be received by the other Party no less than ninety (90) days prior to the termination of the Agreement, after satisfying any liabilities of the withdrawing Party as stated herein.

SEPARATE EQUIPMENT: The terminating Party may remove any and all of its own separate equipment, unless the removal of the equipment will render the MCOT inoperable. In such case, the Party may not remove the equipment, but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

9. MISCELLANEOUS

SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

CONFIDENTIALITY OF INFORMATION. Williamson County and Bluebonnet will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

BUSINESS ASSOCIATE PROVISIONS. If Williamson County receives any individually identifiable health information ("Protected Health Information" or "PHI"), from Center or Bluebonnet agents, authorized personnel, employees, representatives and/or staff members of Bluebonnet, or creates or receives any PHI on behalf of Bluebonnet, Contractor shall maintain the security and confidentiality of such PHI as required of Bluebonnet by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Williamson County shall not use PHI otherwise than as expressly permitted by

this agreement, or as required by law. However, Williamson County may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.

- Disclosure of PHI. Williamson County shall not disclose PHI to any other person (other than members of Williamson County's MCOT workforce), except as approved by Bluebonnet in writing. Any such disclosure shall be made only upon written agreement of the between Williamson County and Bluebonnet, stating that Williamson County is bound by the provisions of this section. Williamson County shall not disclose PHI to any member of its workforce unless Williamson County has advised such person of Williamson County's obligations under this section, and of the consequences for such person and for Williamson County violating them. Williamson County shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.

- Safeguards. Williamson County shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Williamson County shall provide Bluebonnet with such information concerning such safeguards as Bluebonnet may from time to time request, and shall, upon reasonable request, give Bluebonnet access for inspection and copying to Williamson County's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining Williamson County's compliance with this agreement.

- Accounting/Reporting of Disclosures. Williamson County shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Williamson County shall make such record available to Bluebonnet on request. Williamson County shall report to Bluebonnet any unauthorized use or disclosure of PHI by Williamson County or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.

- Disclosure to U.S. Department of Health and Human Services. If Bluebonnet is required by law to obtain the following undertaking from Williamson County, Williamson County shall make its internal practices, books, and records relating to the use and disclosure of health information received from Bluebonnet (or created or received by Williamson County on behalf of Bluebonnet) available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.

- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Bluebonnet may, by written notice to Williamson County, amend this agreement in such manner as Bluebonnet determines necessary to comply with such law or regulation. If Williamson County disagrees with any such amendment, it shall so notify Bluebonnet in

writing within thirty (30) days of Bluebonnet notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.

- Breach. If Williamson County breaches its obligations under this section, Bluebonnet may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require Williamson County to submit to a plan of monitoring and reporting, as Bluebonnet may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made by Bluebonnet.

- Procedure upon Termination. Upon termination of this agreement Williamson County shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

AUTHORIZATION OF SERVICES. Authorization for crisis follow up services subsequent to the crisis screening is required before Williamson County may submit a claim for payment. Consideration of authorization will be driven by the assessment scores and Crisis Plan documented on the Screening Assessment and Recommendation for Treatment form completed by the MCOT members. All authorizations for the provision of crisis follow up services will be made by Bluebonnet or its designee. Williamson County will request payment under this Agreement for only the type and amount or duration of services authorized in that manner.

REPORTING OF UNUSUAL INCIDENTS. Williamson County will report any emergencies, injuries or unusual incidents involving a Covered Individual to the Director of Mental Health or Mental Retardation Services during business hours or to the Administrative OD.

INSPECTIONS. Pursuant to Texas Health and Safety Code Section 534.061, Williamson County authorizes Bluebonnet and HHSC or their designees, including independent financial auditors, to have, within reasonable notice, unrestricted access to all Covered Client records, data and services associated with this Agreement, and to copy such records, data and information at no cost to the Bluebonnet, HHSC or their designees as necessary to enable Bluebonnet to audit, monitor, and review all financial and programmatic activities and services associated with this Agreement.

CERTIFICATION, LICENSURE, ACCREDITATION AND PRIVILEGES. Williamson County represents and warrants that certifications, licenses, accreditations and privileges for Williamson County employees are in

good standing with the appropriate professional agency or agencies, are without restrictions and will maintain them during the term of this Agreement. Evidence of such certifications, accreditations, licensure and privileges will be submitted to Bluebonnet through the Bluebonnet credentialing process.

INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

SUBCONTRACTING. Williamson County will notify Bluebonnet of intent to subcontract services. Bluebonnet retains the right to screen and approve or disapprove Williamson County's choice of subcontractor.

REPRESENTATIONS. Williamson County represents that:

- Williamson County is not held in abeyance or barred from the award of a federal or state contract;
- Williamson County employee licenses have not been restricted, revoked or suspended and, to the Williamson County's knowledge, are not the subject of any investigation or proceeding;
- The execution and performance of this Agreement by Williamson County will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Williamson County is a party or is otherwise subject to; and
- Williamson County and its employees and volunteers are duly qualified and competent to perform services to be provided under this Agreement.

SOLICITATIONS. Williamson County is prohibited from:

- offering any gift with a value in excess of ten (10) dollars to potential consumers; and
- soliciting potential consumers through direct-mail or by telephone.

REPORTS OF ABUSE AND NEGLECT. Williamson County will report any allegations of abuse or neglect or exploitation of an individual to (800) 647-7418 in accordance with applicable law, including rules of HHSC, the Department of Family and Protective Services, and the Department of State Health Services.

AIDS/HIV WORKPLACE GUIDELINES. Williamson County will adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC and AIDS/HIV confidentiality guidelines consistent with state and federal law.

CRIMINAL HISTORY INFORMATION. Williamson County shall provide evidence of criminal history record information on the Williamson County's applicants, employees, volunteers and subcontractors, and all persons who would be placed in direct contact with consumers, pursuant to the Texas Health and Safety

Code, Section 533.007 and Chapter 250; the Texas Government Code, Section 411.115; and 25 Texas Administrative Code, Chapter 414, Subchapter K. If an applicant, employee, volunteer or subcontractor of the Williamson County has a criminal history relevant to his or her employment as described in 25 TAC, Chapter 414, Subchapter K, then the Williamson County will take appropriate action with respect to the applicant, employee, volunteer, or subcontractor including terminating or removing the employee, volunteer, or subcontractor from direct contract with consumers served by the Williamson County. For the purpose of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

AMENDMENT. This Agreement may be amended if agreed upon by the Parties, and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between Williamson County and Bluebonnet will be honored under this Agreement.

NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY: c/o COUNTY JUDGE
710 MAIN STREET, GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES: c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET, ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

WILLIAMSON COUNTY

By: _____

Dan A. Gattis, County Judge

BLUEBONNET TRAILS COMMUNITY SERVICES

By:  _____

Andrea Richardson, Executive Director

ATTEST:

By:  _____

Cara Mehrens, Director of Financial Services

Attachment A

RESPONSIBILITIES OF WILLIAMSON COUNTY

- 1) Hire and pay all retirement and benefits for additional Williamson County Mobile Outreach Team (MCOT) members added for the sole purpose of addressing the Department of State Health Services (DSHS) Mobile Crisis Outreach Team (MCOT) Standards.
- 2) Respond to requests for services from the Crisis Hotline (800-841-1255) contracted by Bluebonnet Trails Community Services (Bluebonnet Trails).
- 3) Provide the following supporting documents with monthly invoice for timely payment; completed service records and assessments.
- 4) Ensure Crisis Assessments and all required documentation is entered into BTCS Electronic Medical Record (EMR) in a timely manner (within 24 hours of assessment).
- 5) Ensure that all MCOT employees providing services under the terms of this Agreement maintain a current Qualified Mental Health Provider (QMHP) status.
- 6) Participate in scheduled discussions with Bluebonnet Trails Director of Crisis Services to review the status, report performance and assess the care of the persons served under this Agreement achieve performance expectations.
- 7) Adherence to performance expectations listed within the DSHS Information Item V, Section II, Mobile Crisis Outreach Team, as updated.
- 8) Provision of timely face-to-face services with individual in need within 1 hour of receipt of crisis hotline notice as demonstrated by time recorded on service records. *Note: Call outs deemed as 'urgent' will be responded to within an eight (8) hour window of time.*
- 9) Provision of follow-up services to be delivered within 24 hours of the initial screening assessment as demonstrated by time recorded on service records.
- 10) Coordination of all services initiated through the Bluebonnet Trails Crisis hotline (800-841-1255) as demonstrated by log maintained by hotline compared with service records documented by MCOT members.
- 11) Timely submission of copies of appropriately encrypted service records and screening assessments to a central electronic mail box provided by Bluebonnet Trails by the end of each business day.
- 12) Will work alongside Bluebonnet Trails on an effective transition and communication plan to be initiated on January 5, 2016 to ensure all local hospitals contact Bluebonnet Trails for crisis assistance in the local emergency departments.

Attachment B

RESPONSIBILITIES OF BLUEBONNET TRAILS COMMUNITY SERVICES

- Reimburse Williamson County for the services under the terms of this agreement, for the period of September 1, 2015 through January 5, 2016, to be paid by Bluebonnet Trails upon 10 days of receipt of invoice and association service records from Williamson County.
- Pay Williamson County a monthly amount of **\$11,175.50** for services listed in Attachment A, within 10 days of receipt of invoice and associated service records from Williamson County, for a total amount, for the period of the Agreement, not to exceed **\$44,702.00** per the period of this agreement.
- Participate in scheduled discussions with Williamson County MCOT Director to review the status, ensure provision of services under the Texas Resilience and Recovery (TRR) model, ensure achievement of performance measures under the Crisis Services Redesign and MCOT Standards, and assess the care of the persons served under this Agreement.
- Establish access to a central electronic mailbox to which Williamson County may be able to transmit appropriately encrypted assessment and service documentation.
- Will work alongside Williamson County on an effective transition and communication plan to be initiated on January 5, 2016 to ensure all local hospitals contact Bluebonnet Trails for crisis assistance in the local emergency departments.