

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND
BLUEBONNET TRAILS COMMUNITY MHMR CENTER
REGARDING THE HEALTHCARELINK PROJECT**

This First Amendment to Interlocal Agreement Between Williamson County, Texas and Bluebonnet Trails Community MHMR Center Regarding the Healthcarelink Project ("First Amendment") is entered into effective as of the date of the last party's execution hereof.

RECITALS

WHEREAS, Williamson County, Texas ("County") and Bluebonnet Trails Community MHMR Center ("Bluebonnet") executed that certain agreement entitled Interlocal Agreement Between Williamson County, Texas and Bluebonnet Trails Community MHMR Center Regarding the Healthcarelink Project (the "Agreement"), which became effective as of July 2, 2013;

WHEREAS, pursuant to the terms of the Agreement, the County was originally obligated to hire two additional full-time Mobile Outreach Team (MOT) staff and two Paramedics and/or Registered Nurses as HealthCareLink staff for the sole purposes of addressing goals outlined in the Emergency Services Diversion (ESD) 1115 Waiver Plan Project # 126844305.2.2 and providing the services required under the Agreement;

WHEREAS, the County and Bluebonnet have now determined that hiring one additional paramedic and reducing the two additional full-time Mobile Outreach Team (MOT) staff to one will better suit the needs of the Project and, thus, it has become necessary to amend the Agreement in order to effectuate such change; and

NOW, THEREFORE, premises considered, County and Bluebonnet agree that the Agreement is amended as follows:

AGREEMENTS

1. **Attachment A of the Agreement** shall be supplanted and amended by the attached **ATTACHMENT A**, which is attached hereto and incorporated herein for all purposes.
2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

By: _____
Dan A. Gattis, County Judge
_____, 20__

**BLUEBONNET TRAILS COMMUNITY
MHMR CENTER d/b/a BLUEBONNET
TRAILS COMMUNITY SERVICES:**

By: Andrea Richardson
Signature
Andrea Richardson

Printed Name
Executive Director

Title
September 8, 2016

Date

ATTACHMENT A

RESPONSIBILITIES OF COUNTY

The project, HealthCareLink, created under the Medicaid 1115 Transformation Waiver, will be dependent upon the availability of funding through successful accomplishment of outcomes specified for this project. To accomplish the desired outcomes:

- County will hire one additional full-time Mobile Outreach Team (MOT) staff and three Paramedics and/or Registered Nurses as HealthCareLink staff for the sole purposes of addressing goals outlined in the Emergency Services Diversion (ESD) 1115 Waiver Plan Project # 126844305.2.2 and providing the services required under this Agreement.
 - HealthCareLink staff shall remain under the control and supervision of the County at all times and shall remain County employees, entitled to the same benefits and subject to the same restrictions as any County MOT member for the duration of the Medicaid 1115 Transformation Waiver.
 - HealthCareLink staff recognizes that funds for the pilot project are dependent upon assurance of complete achievement of each stated outcome within the Medicaid 1115 Waiver project.
- County will invoice Bluebonnet on a monthly basis according to the schedule provided in Attachment B of this Agreement. County will provide supporting documents with all invoices for timely payment of agreed upon expenses and services. County will provide office space and shall purchase with Medicaid 1115 Transformation Waiver funding equipment and vehicles for HealthCareLink staff. County will ensure training to maintain professional licensure of staff. County recognizes that payment is contingent upon HealthCareLink meeting the requirements necessary to receive DSRIP program funding as guided by the federal Centers for Medicare and Medicaid Services (CMS) and the Texas Health and Human Services Commission (HHSC); and further, that payment will be adjusted due to metrics that are not achieved by HealthCareLink and due to results of audits directed by CMS and HHSC.
- HealthCareLink staff will participate in scheduled discussions with Bluebonnet's Project Manager to review the status, report performance, and assess the care of the persons served under this Agreement. Through data submitted by the County, Bluebonnet and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this health information as noted within Sections 7.2 and 7.3 of this Agreement.
- HealthCareLink staff appointed to the professional peer review committee will participate in the privileged professional peer review process as described in Attachment B of this Agreement.
- HealthCareLink staff will ensure that all outcomes and metrics required for obtaining Medicaid 1115 Transformation Waiver incentive payments are met and available for submission in the required format by the deadline established through Waiver process including each of the performance expectations identified within the Medicaid 1115 Transformation Waiver project.
- Any unspent funds from the previous contract will be carried over to this contract and may be applied against expenses incurred during the new contract year.