

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by the between WILLIAMSON COUNTY, TEXAS (“County”) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (“Bluebonnet”) which are political subdivisions of the State of Texas (collectively referred to as the "Parties" and individually referred to as the “Party”).

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, Texas and is the provider of mental health services for the citizens of Williamson County; and,

WHEREAS, in December, 2011 the federal Centers for Medicare and Medicaid Services (CMS) approved the State of Texas Medicaid Transformation Waiver under Section 1115 of the Social Security Act (Medicaid 1115 Transformation Waiver); and

WHEREAS, Bluebonnet is the funding agent for the intergovernmental transfer of funds supporting this Agreement under the Medicaid 1115 Transformation Waiver; and

WHEREAS, Bluebonnet and the County have collaborated to create a pilot project to be named “HealthCareLink” in order to divert persons from use of emergency services and improve the health of the residents in Williamson County, Texas.

WHEREAS, the HealthCareLink project was approved by CMS, the State of Texas Health and Human Services Commission and the County was notified of the approval as per a letter from CMS to the Texas Health & Human Services Commissioner’s State Medicaid Director. The specific project is listed in the letter as Unique Project ID 126844305.2.2 Project Option 2.31.1 and the description of the project is “use healthcare teams to identify high utilizers of emergency services and offer them proactive care in settings other than emergency departments”; and

WHEREAS, said pilot project is entirely dependent upon funding through successful accomplishment of outcomes under the Medicaid 1115 Transformation Waiver; and

WHEREAS, HealthCareLink staff will monitor the health of enrolled vulnerable patients, thereby producing better health outcomes, and reduce the number of ambulance transports, visits to emergency departments, and hospital readmissions; and

WHEREAS, HealthCareLink paramedics will conduct in-home patient assessments and provide specific primary health care and preventative services, by acting through a physician's order and with a defined scope of practice; and

WHEREAS, HealthCareLink social workers will conduct in-home patient assessments and provide mental health and social services; and

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

1. **TERM OF CONTRACT**

The term of this Agreement shall begin as of the date of the last Party's execution of this Agreement and continue until the end of term of the Medicaid 1115 Transformation Waiver funding, September 30, 2017, unless otherwise terminated pursuant to the terms of this Agreement.

2. **RESPONSIBILITIES OF COUNTY**

The responsibilities of County are outlined in **Attachment A**, which is attached hereto and incorporated herein by reference.

4. **RESPONSIBILITIES OF BLUEBONNET**

The responsibilities of Bluebonnet are outlined in **Attachment B**, which is attached hereto and incorporated herein by reference.

5. **ACCOUNTING**

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

Bluebonnet will manage the Medicaid 1115 Transformation Waiver funds supporting the HealthCareLink project 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.

6. **TERMINATION**

This Agreement will end on the last day of the Term of the Contract defined in Section 1 of the Agreement. A Party to this Agreement has the right to terminate this Agreement, for convenience and without cause, by providing written notice which must be received by the other Party no less than ninety (90) calendar days prior to the termination of the Agreement.

7. MISCELLANEOUS

7.1 **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.

7.2 **CONFIDENTIALITY OF INFORMATION.** 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.

7.3 **BUSINESS ASSOCIATE PROVISIONS.** If either Party receives any individually identifiable health information (“Protected Health Information” or “PHI”), from the other Party’s agents, authorized personnel, employees, representatives and/or staff members, or creates or receives any PHI on behalf of the other Party, the receiving Party shall maintain the security and confidentiality of such PHI as required of the other Party 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:

- 7.3.1 Use of PHI. Neither Party shall use PHI other than as expressly permitted by this Agreement, or as required by law. However, each Party may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement.
- 7.3.2 Disclosure of PHI. Each Party shall not disclose PHI to any other person (other than members of each Party’s workforce), except as approved by the other Party in writing. Any such disclosure shall be made only upon written agreement between County and Bluebonnet, stating that each Party is bound by the provisions of this section. Each Party shall not disclose PHI to any member of its workforce unless such Party has advised such person of such Party’s obligations under this section and of the consequences for such person and for such Party violating them. Each Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- 7.3.3 Safeguards. Each Party shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this Agreement. Each Party shall provide the other Party with such information concerning such safeguards as the other Party may from time to time request, and shall, upon reasonable request, give the other Party access, for inspection and copying, to the Party’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 the Party’s compliance with this Agreement.
- 7.3.4 Accounting/Reporting of Disclosures. Each Party shall maintain a record of all disclosures of PHI made otherwise than for 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. Each Party shall make such record available to the other Party on request. Each Party shall report to the other Party any unauthorized use or

disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.

- 7.3.5 Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, the other Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from the Party (or created or received by one Party on behalf of the other Party) 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.
- 7.3.6 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, either Party may, by written notice to the other Party, amend this Agreement in such manner as the Party determines necessary to comply with such law or regulation. If the other Party disagrees with any such amendment, it shall so notify the requesting Party in writing within thirty (30) days of the requesting Party's 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.
- 7.3.7 Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require the breaching Party to submit to a plan of monitoring and reporting, as the non-breaching Party 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.
- 7.3.8 Procedure upon Termination. Upon termination of this Agreement, each Party shall return to the other Party 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.

7.4 **REPORTING OF UNUSUAL INCIDENTS.** Each Party will immediately report any emergencies, injuries or unusual incidents involving a patient to the other Party during business hours.

7.5 **INSPECTIONS.** Pursuant to Texas Health and Safety Code Section 534.061, 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.

7.6 CERTIFICATION, LICENSURE, ACCREDITATION AND PRIVILEGES. County represents and warrants that certifications, licenses, accreditations and privileges for 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.

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

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

7.9 REPRESENTATIONS.

County represents that:

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

Bluebonnet represents that:

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

7.10 REPORTS OF ABUSE AND NEGLECT. 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.

7.11 AIDS/HIV WORKPLACE GUIDELINES. 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.

7.12 CRIMINAL HISTORY INFORMATION. County shall provide evidence of criminal history record information on the 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 County has a criminal history relevant to his or her employment as described in 25 TAC, Chapter 414, Subchapter K, then the 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 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.

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

7.14 AMENDMENT. This Agreement may only be amended in writing 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.

7.15 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 County and Bluebonnet will be honored under this Agreement.

7.16 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.

7.17 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, SUITE 101
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 anytime by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

7.18 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.

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

7.20 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.

7.21 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.

7.22 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date of the last Party's signature below.

WILLIAMSON COUNTY, TEXAS

By: _____
DAN A. GATTIS
County Judge -
Williamson County, Texas

Date: _____, 20__

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

By: Andrea Richardson / by
Andrea Richardson
Executive Director Paul [Signature]

Date: 9/8, 20 16

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.

ATTACHMENT B

RESPONSIBILITIES OF BLUEBONNET

As the intergovernmental transfer (IGT) agency responsible for overseeing the appropriate expenditure of the federal funds supporting the expectations of the Medicaid 1115 Transformation Waiver, Bluebonnet will:

- Ensure timely payments to County over the entire period of the Medicaid 1115 Waiver. For the purposes of this Agreement, funding through the designated Medicaid 1115 Waiver period ending on September 30, 2017. The funds through this Agreement will not exceed \$261,565. Payments through the Delivery System Report Incentive Payments (DSRIP) program within the Waiver will be made within 30 days of receipt of invoice from County as follows:
 - Unless otherwise redirected by HHSC or CMS, pay \$21,800 per month until the following projected allocation for each subsequent DY is achieved for the year:
 - DY6-A (10/01/2016 to 09/30/2017): \$261,565
 - 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). Payment will be adjusted due to metrics that are not achieved by HealthCareLink and due to results of audits directed by CMS and HHSC.
 - Future payment structure will be determined in future amendments to this Agreement.
- Participate in scheduled discussions with County MOT Director to review the status of achievement of each of the expected outcomes of the Medicaid 1115 Transformation pilot project, ensuring the provision of services as outlined within the Medicaid 1115 Waiver project description and appropriate access to care for the persons served under this Agreement. Through data submitted by Bluebonnet, County and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this private healthcare information as noted within Sections 7.2 and 7.3 of this Agreement.
- Participate in the privileged process for professional peer review as defined within the Bluebonnet Medical Staff bylaws.

Keep County abreast of the status of, and any changes to, the HealthCareLink project under the Medicaid 1115 Transformation Waiver through routine communication during monthly Williamson County Mental Health Task Force meetings.