

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a **Bluebonnet Trails Community Services (BTCS)** and **Williamson County (Entity)** for the purposes of communication and consultation with the Entity to inform the Commissioner's Court of status and trends for the Medicaid 1115 Transformation Waiver – Delivery System Reform Incentive Payment (DSRIP) Demonstration Year (DY) 7 Category 3 metrics status and progress for Jail Diversion, a program under development by the Entity.

I. SERVICES TO BE PERFORMED BY BTCS.

- A. Review, analyze, and report status on the Medicaid 1115 Transformation Waiver DY 7 Category 3 measures and progress related to DSRIP DY 7 results as outlined by the Entity.
- B. Provide up to four (4) hours per week at no charge. Time in excess of 4 hours per week will be charged at \$50.00 per hour.

II. SERVICES TO BE PROVIDED BY THE ENTITY.

- A. Provide details on expectations related to the structure and frequency of DSRIP DY 7 program updates to the Entity.
- B. Provide access to all necessary Jail Diversion data and records to BTCS so that BTCS assigned staff may fulfill the BTCS obligations under this MOU.

III. PAYMENT FOR SERVICES.

An invoice for services performed shall be provided in a monthly itemized statement for those services provided in excess of 4 hours per week which will include the date, time, service rendered and name of individual, family and support system by mailing invoice to:

Williamson County Accounts Payable
710 Main Street, Suite 303
Georgetown, TX 78616

Payments shall be made within 30 days of receipt to:

Bluebonnet Trails Community Services
Attn: Accounting Department
1009 N. Georgetown Street
Round Rock, TX 78664

IV. TERM OF AGREEMENT.

This Agreement shall begin May 1, 2018 and shall terminate July 31, 2018. The Agreement may be renewed for additional periods upon mutual agreement of the parties. This Agreement may be terminated by either party with 30 day's written notice to the corresponding party.

V. 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.

VI. 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.

VII. INDEMNIFICATION.

BTCS hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless the Entity 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.

The Entity 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 the Entity or the Entity'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.

VIII. NOTICE.

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

Paul Sisler
Bluebonnet Trails Community Services
1009 Georgetown St
Round Rock, TX 78664

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

IX. GOVERNING LAW.

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

X. BINDING AUTHORITY.

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

*Andrea Richardson, Executive Director
Bluebonnet Trails Community Services*

Date

*Dan Gattis, County Judge
Williamson County, Texas*

Date