

**WILLIAMSON COUNTY
PRIVATE PSYCHIATRIC HOSPITAL BEDS
NECESSARY DURING COVID-19
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (Agreement) to access Private Psychiatric Hospital Beds during the coronavirus pandemic (COVID-19) supporting admissions from Williamson County healthcare providers and law enforcement is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS) 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 contracts with Local Mental Health Authorities (LMHAs) and Local Intellectual and Developmental Disability Authorities (LIDDAs) to ensure provision of mental health and intellectual and disability services throughout the 254 counties in Texas; and,

WHEREAS, the State of Texas contracts with LMHAs to address the mental health needs of persons in crisis requiring the intensive services available through private psychiatric hospitals; and

WHEREAS, BTCS is an LMHA awarded state funding supporting 5.3 beds per day through the state private psychiatric hospital bed (PPB) funding, supporting residents of eight counties in Central Texas including Williamson County; and

WHEREAS, the Governor of Texas issued a proclamation on March 13, 2020 and Emergency Order GA-08 on March 19, 2020, declaring a state of disaster for all counties in Texas due to COVID-19; and,

WHEREAS, the Coronavirus Aid, Relief and Economic Security (CARES) Act signed into law by President Donald Trump on March 27, 2020 provides direct economic assistance for relief from COVID-19; and

WHEREAS, the County received federal support through the CARES Act providing direct economic assistance in Williamson County for relief from COVID-19; and

WHEREAS, the County awarded BTCS funding from the CARES Act for access to psychiatric hospital beds for persons admitted from Williamson County when the admission exceeds the 5.3 state-funded beds per day as a result of the escalated needs attributed to COVID-19; and

WHEREAS, BTCS has contracted with private psychiatric hospitals to ensure availability of the intensive level of psychiatric care for persons admitted from Williamson County healthcare providers and law enforcement agencies; and

WHEREAS, the above-mentioned responsibilities and resources of the County and BTCS have resulted in agreement on certain areas, including providing access to private hospital beds; and

WHEREAS, this agreement addresses coordination of services in Williamson County and conforms to Governor Greg Abbott's Emergency Order 8, Orders to Mitigate Spread of Covid-19 in Texas, and the federal CARES Act issued by President Donald Trump; and,

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

1. TERM OF AGREEMENT

This Agreement shall be effective March 16, 2020 and shall continue thereafter in force until December 31, 2020, unless terminated prior to such time in accordance with the termination provision of this Agreement.

2. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachment A, made a part of this Agreement.

3. CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing access to private psychiatric hospital beds for admissions from Williamson County during the pandemic.

4. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than thirty (30) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

5. MISCELLANEOUS

- A. 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.
- B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS 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.

- C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each 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:
- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
 - Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than designated members of the BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
 - Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties 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 either Parties compliance with this agreement.
 - Accounting/Reporting of Disclosures. Both Parties 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. Either Party shall make such record available to the other Party on request. Both Parties 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.
 - 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, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either 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.
 - 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 either Party determines necessary to comply with such law or regulation. If either Party

disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of 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 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 either Party to submit to a plan of monitoring and reporting, as either 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.

- Procedure upon Termination. Upon termination of this agreement both Parties 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.

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

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

F. **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 during the annual budget period.

G. **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 BTCS will be honored under this Agreement.

H. **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.

I. **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.

- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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 have duly executed and delivered this Agreement effective as of the last party's execution below.

(signatures on following pages)

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: _____ 

Printed Name: Andrea Richardson

Title: Executive Director

Date: July 24, 2020

Attachment A

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) for the provision of private psychiatric hospital beds to individuals admitted by Williamson County healthcare providers or law enforcement agencies,

I. SCOPE OF SERVICES

- A.** BTCS will coordinate with the Williamson County healthcare provider or law enforcement agent to secure a private psychiatric hospital bed at the authorized rate of \$625.00 per bed day, the rate established in the contract between BTCS and the admitting private psychiatric hospital.
- B.** BTCS will collaborate with the private psychiatric hospital on the discharge plan to ensure seamless episode of care, maximize the use of available resources and plan for the successful return of the individual to their home community.
- C.** BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.
- D.** BTCS will provide written reports to the County accounting for the beds supporting admissions from Williamson County. These reports will be included with the monthly invoice to the County.
- E.** If requested by County,
 - 1. 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 BTCS providers.
 - 2. 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.
 - 3. BTCS will maintain general and professional liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence.

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. BTCS will invoice the County only for bed days exceeding the 5.3 beds per day funded through a competitive award to BTCS by the Texas Health and Human Services Commission (HHSC). BTCS will invoice the County only for those bed days attributed to persons admitted by Williamson County healthcare providers and law enforcement agencies. 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
Private Psychiatric Hospital Bed	At cost: \$625.00/day
Protective Personal Equipment (including masks, gowns and disinfectant to safely serve Williamson County residents during COVID-19)	At cost

III. TERM OF AGREEMENT

The services under this Attachment A are to begin March 16, 2020 and shall terminate December 31, 2020. This Agreement may be terminated by either party with a 30-day written notice to the corresponding party. The services provided within the scope of this attachment will not exceed \$500,000.00 (five hundred thousand dollars) for the period of the agreement.

IV. PROMPT PAYMENT POLICY.

County agrees to pay the reimbursements described herein in accordance with Chapter 2251, V.T.C.A., Texas Government Code. Any payment to be made by the County to Developer will be made within thirty (30) days of the date the County receives a correct invoice for the services provided, whichever is later. BTCS may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the County in the event:

- (a) There is a bona fide dispute between the County and BTCS about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between BTCS and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The invoice is not mailed to the County in strict accordance with any instruction on the purchase order relating to the payment.

V. AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the BTSC agree that the BTSC is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. BTSC, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.
- 2.2 Single Audit Act. The reimbursements described herein are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. BTSC agrees to comply with the above.
- 2.3 Allowable Expenditures. The BTSC agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The BTSC shall submit to the County Auditor’s office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are as permitted in this Agreement.

- 2.4 County Audit. The Agency agrees to allow the County to review BTSC records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.
- 2.5 CFDA Requirements. The Parties agree that the specific source of funding is from CFDA # 21.019, from the Coronavirus Relief Fund, U. S. Department of Treasury.

V. OTHER PROVISIONS

All other provisions of the Interlocal Agreement between County and BTCS will guide this Attachment including Governor Greg Abbott's Emergency Order GA-08 and subsequent emergency orders; and all requirements of the CARES Act..

In signing this agreement, BTCS and County affirm their mutual goal is to provide crisis intervention through access to private psychiatric beds supporting the behavioral health needs of individuals and their families during COVID-19.

(signatures on the following page)

Bluebonnet Trails Community Services



Andrea Richardson, Executive Director

July 24, 2020

Date

Williamson County, Texas

Judge William Gravell, Jr.

Date

ATTEST:

Nancy Rister, County Clerk