

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SECOND
COUNTY ADDENDUM FOR
INTERLOCAL AGREEMENT ON
PRIVATE PSYCHIATRIC HOSPITAL
BEDS NECESSARY DURING COVID-19**

With Funding From:

**The Coronavirus Aid, Relief and Economic Security Act (CARES) and
The American Rescue Plan Act (ARPA) (C.F.D.A. 21.027)**

(Bluebonnet Trails Community MHMR Center)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SECOND ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services** (hereinafter "BTCS"), a political subdivision of the State of Texas, acting herein by and through its governing body. The County agrees to engage BTCS as an independent contractor, to assist in providing certain operational services pursuant to the following additional terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Original Agreement approved by Williamson County Commissioners Court on August 4, 2020 (agenda #63), including attachment(s);

- B. Addendum approved by Williamson County Commissioners Court on December 15, 2020 (agenda #19); and
- C. This Second Addendum.

II.

Approval of Additional Mental Health Projects: The following additional mental health projects are deemed to be in the public interest for local residents and incorporated into this Agreement and with the following additional available funding designated as set forth below:

- A) BTCS Facility Remodel and Juvenile Respite Care Center (16 bed) with an additional \$1,800,00.00 from the Coronavirus Aid, Relief and Economic Security Act (CARES) for costs incurred through December 31, 2021 as set forth in Attachment A, which is incorporated herein as if copied in full;
- B) BTCS Juvenile Respite Care Center Operational Funding with \$2,345,440 in calendar year 2022 and \$4,000,400 in calendar year 2023 for a total of \$6,345,840.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024 as set forth in Attachment A, which is incorporated herein as if copied in full;
- C) Specialized Juvenile Psychiatric Wing for Acute Care (24 bed) with \$3,000,000.00 for facility costs from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024 as set forth in Attachment B, which is incorporated herein as if copied in full; and
- D) BTCS Specialized Juvenile Psychiatric Wing for Acute Care Operational Funding with \$500,000.00 in calendar year 2021, \$500,000.00 in calendar year 2022, and \$500,000.00 in calendar year 2023 for a total of \$1,500,000.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024 as set forth in Attachment C, which is incorporated herein as if copied in full.

III.

Attachments “A,” “B,” and “C” Allowable Expenses: This amendment will change the allowable expenses set forth on Attachments “A,” “B,” and “C” to add and cover allowed additional costs with a revised total not-to-exceed amount of eleven million sixty nine thousand nine hundred sixty five dollars (\$11,069,965.00).

IV.

Additional Requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions Compliance Related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027):

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded

funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V.

In all other respects, the Interlocal Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Date: _____, 2021

BTCS:



Andrea Richardson, Executive Director

Authorized Signature

Date: August 25, 2021

Attachment A

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES: REMODEL AND OPERATONAL FUNDING FOR JUVENILE CRISIS RESPITE CENTER

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 renovation of a 16-bed children's crisis respite program to be located in Round Rock, Texas for the provision of crisis respite for families for children and adolescents admitted by Williamson County Family Courts, Child Protective Services and healthcare providers or law enforcement agencies.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Sections A. and B., as follows:

BTCS Facility Remodel and Juvenile Respite Care Center (16 bed) with an additional \$1,800,00.00 from the Coronavirus Aid, Relief and Economic Security Act (CARES) for costs incurred through December 31, 2021; and

BTCS Juvenile Respite Care Center Operational Funding with \$2,345,440 in calendar year 2022 and \$4,000,400 in calendar year 2023 for a total of \$6,345,840.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024.

I. SCOPE OF SERVICES

- A. BTCS will renovate 5,500 square feet within the BTCS facility located at 1009 N. Georgetown Street, Round Rock, Texas 78664. The total cost of the renovation accommodating the therapeutic setting for children and adolescents will not exceed \$1.8M, for renovation to be completed by December 31, 2021.
- B. BTCS will collaborate with the Williamson County Behavioral Task Force in designing the admission criteria and curricula serving the needs of the designated population including therapies, medications and education and discharge planning ensuring a seamless episode of care, maximizing the use of available resources and plan for the successful return of the individual to their home community and school.
- 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 therapeutic services accounted for by bed days used by Williamson County children and adolescents or others admitted by the partnering courts, social services, CPS and law enforcement agencies. 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
Renovation Supporting Juvenile Crisis Respite Program	Not to exceed: \$1,800,000 by December 31, 2021
Staffing and Operation of Juvenile Crisis Respite Program	Not to exceed: \$2,345,440 in calendar year 2022 and \$4,000,400 in calendar year 2023

Attachment B

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES:

REMODEL FOR JUVENILE PSYCHIATRIC WING FOR ACUTE CARE

AT PROVIDER HOSPITAL

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 purpose of establishing a fiscal agency for the remodeling of the existing provider facility serving children, adolescents and adults. For the purposes of this agreement, a juvenile wing will be remodeled and expanded allowing for 24 additional beds.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Section C., as follows:

Juvenile Psychiatric Wing for Acute Care (24 bed) with \$3,000,000.00 for facility costs from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024.

I. SCOPE OF SERVICES

- A. BTCS will perform as fiscal agent for the purpose of renovating the existing property, which is a psychiatric hospital located at 700 SE Inner Loop, Georgetown, Texas 78626 per the specifications approved by County.
- B. BTCS will enter into an agreement with third-party provider to ensure:
 - 1. Provider will maintain, provide a copy of, and inform BTCS within five (5) business days of any changes to all certifications, licensure, or registrations required by law;
 - 2. Provider will maintain general liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence;
 - 3. Provider 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;
 - 4. Invoices pertaining to the cost of the remodel will be received by the 10th of each month following the month of construction; and
 - 5. Provider will provide written status reports addressing content requested by Williamson County to BTCS with the monthly invoices.
- C. BTCS will provide the invoices and written reports to County for payment by the 15th of each month.
- D. BTCS will provide payment received by County to Provider within 4 days of receipt of payment via direct deposit into the designated Provider account.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements received from Provider on a monthly basis to County for actual costs for the work described within this Attachment by the fifteenth (15th) working day following the end of the month services were rendered. The County shall pay BTCS for

remodeling services provided and verified pursuant to this Contract. BTCS will directly deposit the full payment received by County into account designated by Provider.

Service	Rate
Remodel Supporting 24 Juvenile Acute Care Beds	Not to exceed: \$3,000,000 by December 31, 2024

Attachment C

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES:

FUNDING FOR JUVENILE PSYCHIATRIC WING BEDS FOR ACUTE CARE

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 beds purchased at Provider, a behavioral health hospital remodeled to provide specialized acute care beds for juveniles.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Section D., as follows:

BTCS Specialized Juvenile Psychiatric Wing for Acute Care Operational Funding with \$500,000.00 in calendar year 2021, \$500,000.00 in calendar year 2022, and \$500,000.00 in calendar year 2023 for a total of \$1,500,000.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024.

I. SCOPE OF SERVICES

- A.** BTCS will enter into a contract with Provider for the purpose of purchasing specialized acute care beds for juveniles.
 - 1. The rate will be reflective of the cost charged by Provider.
 - 2. Provider will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via televideo.
 - 3. Provider will maintain, provide a copy of, and inform BTCS, who will inform the County, within five (5) business days of any changes to all certifications, licensure, or registrations required by law.
 - 4. Provider will maintain general and professional liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence.
 - 5. Provider will invoice BTCS by the 10th day of each month for the beds purchased during the previous month.
- B.** BTCS will coordinate with Provider to secure a private psychiatric hospital bed for Williamson County juveniles at the negotiated bed day rate, the rate established in the contract between BTCS and the admitting private psychiatric hospital.
- C.** BTCS will collaborate with Provider 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.
- D.** BTCS and Provider 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.
- E.** BTCS will provide written reports to the County accounting for the beds supporting admissions of juveniles from Williamson County. These reports will be included with the monthly invoice to the County.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis to County for beds purchased by the fifteenth(15th) working day following the end of the month services were rendered. BTCS will invoice the County only for bed days purchased on the specialized acute care wing that for which no other funding stream is available. BTCS will invoice the County only for those bed days attributed to juveniles admitted by Williamson County healthcare providers, CPS justice agencies and law enforcement agencies. The County shall pay BTCS for bed days provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Cost per Bed Day on Specialized Acute Care Psychiatric Wing for Juveniles	At cost: Per Contract Agreement - TBD
Bed Day Costs Not to Exceed	\$500,000.00 in calendar year 2021; \$500,000.00 in calendar year 2022; and \$500,000.00 in calendar year 2023; for a total of \$1,500,000.00 costs incurred through December 31, 2024