

**AMENDMENT NO. 3 TO 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~~A.L.N. 21.027)
(Bluebonnet Trails Community MHMR Center)**

This Amendment No. 3 to Second Addendum to Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 ("Amendment No. 3 to Second Addendum") is by and between Williamson County, Texas (the "County") and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services ("BTCS").

RECITALS

WHEREAS, the County and BTCS previously entered into that certain Williamson County Private Psychiatric Hospital Beds Necessary During Covid-19 Interlocal Agreement dated effective August 4, 2020 ("ILA");

WHEREAS, the County and BTCS thereafter entered into that certain County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 dated effective December 15, 2020 ("First Addendum");

WHEREAS, the County and BTCS thereafter entered into that certain Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 dated effective August 31, 2021 ("Second Addendum"); and

WHEREAS, due to supply chain issues that caused delays to the construction and services to be provided through funding of the ILA and its addendums, the County and BTCS entered into an Amendment to the Second Addendum in order to extend dates that were set forth **Attachment A** and **Attachment C** of the Second Addendum; and

WHEREAS, to clarify that Operational Costs were to be included in the Service and Rates detail under Section II of **Attachment C**, the County and BTCS agreed to enter into an Amendment No. 2 to Second Addendum ("Amendment to Second Addendum"); and

WHEREAS, due to additional funding received from the Texas Health and Human Services Commission, the County and BTCS have now agreed to enter into this Amendment No. 3 to Second Addendum to amend **Attachment A** and Attachment C of the Second Addendum in order to extend the date for allowable costs and clarify the dedication of Operational Funding.

AGREEMENT

NOW, THEREFORE, premises considered, the County and BTCS agree that the Second Addendum is amended and modified as follows:

Commented [WILCO1]: Are there any updates to Attachment C? Andrea's email mentions her desire to discuss updates to it.

Commented [AR2R1]: Please see the comment on Attachment C, page 6.

I. Amendment to Attachment A

The **Attachment A** of the Second Addendum shall be supplanted and replaced, in its entirety, by the **Attachment A** attached hereto.

II. Amendment to Attachment C

The **Attachment C** of the Second Addendum shall be supplanted and replaced, in its entirety, by the **Attachment C** attached hereto.

~~II-III.~~ Terms of ILA Control and Extent of Amendment No. 3 to Second Addendum

All other terms of the ILA and any prior amendments or addendums thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

~~II-IV.~~ IN WITNESS WHEREOF, the County and the BTCS have executed this Amendment No. 3 to Second Addendum to be effective as of the date of the last party's execution below.

Williamson County, Texas:

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

**Bluebonnet Trails Community
MHMR Center d/b/a Bluebonnet
Trails Community Services:**

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

Commented [WILCO3]: Are there any updates to Attachment C? Andrea's email mentions her desire to discuss updates to it.

Commented [AR4R3]: Please see the comment on Attachment C, on page 6.

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ATTACHMENT A

RESPONSIBILITIES AGREEMENTS AND OBLIGATIONS OF THE PARTIES:

REMODEL AND OPERATIONAL FUNDING FOR JUVENILE CRISIS RESPITE CENTER

This Attachment is entered into between Bluebonnet Trails Community MHMR 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) (~~A.L.N. 21.027 C.F.D.A. 21.027~~) for costs incurred through December 31, ~~2024~~~~2025~~~~2026~~.

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 initial 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 ensure the Operational Funding is dedicated to the services, supplies, facilities and environment for BTCS to provide the therapeutic setting for the purpose of reunifying youths and the families, funding for costs incurred through December 31, 2025.
- A.C. 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.
- B.D. 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.
- C.E. 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.

Commented [WILCO5]: Does this need to be December 31, 2025 or December 31, 2026?

Commented [AR6R5]: Agreeing with December 31, 2026. Thank you!

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Commented [AR7]: Should this be 2026 to match all other changes?

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D-F. 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:

<u>Service</u>	<u>Rate</u>
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 through December 31, 2024

Commented [AR8]: Should this also match 2026?

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) ([A.L.N. 21.027 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 a 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 tele-video.
 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.

Commented [WILCO9]: Are there any updates to Attachment C? Andrea's email mentions her desire to discuss updates to it.

Commented [AR10R9]: Please see the comment captured below, on page 6.

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 and Operational Costs Not to Exceed	\$500,000 in calendar year 2021; \$500,000 in calendar year 2022; and \$500,000 through December 31, 2024 for a total of \$1,500,000.00 costs incurred through December 31, 2024

Commented [AR11]: Erin Basalay, Rock Springs, and our accounting team confirm all committed ARPA funds have been drawn by Rock Springs.

As a result, unless there is uncommitted ARPA funding to invest in Rock Springs Juvenile bed day costs and operational costs, there are no other changes to Attachment C other than the citation on page 5.