

**AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND BLUEBONNET TRAILS COMMUNITY SERVICES
FOR 911 DISPATCH DIVERSION**

THIS AGREEMENT FOR 911 DISPATCH DIVERSION (Agreement) 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), hereinafter collectively referred to as the “Parties”.

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 mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County; and,

WHEREAS, collaboration between Williamson County Emergency Services, Williamson County Sheriff’s Office and BTCS will support the needs of persons accessing 911 Dispatch in order to resolve a mental health crisis; and

WHEREAS, coordination of services between Williamson County and BTCS is vital to the health care and well-being of the persons served in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

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

**I.
TERM OF AGREEMENT**

This Agreement shall be effective as of October 1, 2025 and shall continue thereafter in force until September 30, 2026 unless terminated prior to such time in accordance with the termination provision set out herein (the “Initial Term”). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each (“Renewal Terms”) beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

II.
RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

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

III.
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 24-hour mobile behavioral health services in Williamson County, as well as the funding provided in the Attachment made a part hereof.

IV.
TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the terminating Party as stated herein.

V.
EFFECT ON PRIOR AGREEMENTS

The Parties agree that the Williamson County and BTCS Subrecipient Agreement for The Bureau of Justice grant for Comprehensive Opioid, Stimulant and Substance Use Program (COSSUP Grant Award signed March 4, 2025, will remain in effect the Jail Based Competency Restoration Program Agreement signed November 19, 2024 shall remain in effect.

Amendment No. 4 To Second County Addendum for Interlocal Agreement on Private Psychiatric Beds Necessary During COVID-19 dated April 14, 2025 shall remain in effect.

VI.
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 members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or 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 at least annually and before each 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 CHIEF EXECUTIVE OFFICER
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.

WILLIAMSON COUNTY, TEXAS


By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By:  _____

Printed Name: Mike Maples

Title: Chief Executive Officer

Date: 12-15, 2025

Attachment A
911 Dispatch-Crisis Call Diversion: Responsibilities, Agreements, and Obligations of the Parties

A. SCOPE OF SERVICES

In an effort to de-escalate mental health-related calls to Williamson County 911 Dispatch for the purpose of a timely response; meaningful diversion from deployment of law enforcement and other emergency services; and connection/referral to appropriate care:

1. Williamson County Emergency Services, Williamson County Sheriffs Office and BTCS will design a workflow allowing for 911 Dispatch to access a dedicated BTCS qualified mental health professional (QMHP) to respond to callers indicating a mental health need.
2. Williamson County Sheriffs Office will conduct background checks with fingerprints on potential QMHP applicants to determine if they meet criteria for unescorted badge access into the Williamson County Emergency Operations Center (EOC). The QMHP applicant selected will not be able to access systems or access information derived from Criminal Justice Information Services (CJIS) for their use. QMHP will sign an FBI Security Addendum and take the CJIS Security Awareness Training.
3. BTCS will provide an employee maintaining the credentials as a licensed professional of the healing arts (LPHA) to this partnership with Williamson County Emergency Services at Dispatch for consultation and clinical support to the QMHP.
4. Williamson County Emergency Services and BTCS will:
 - a. Develop qualifying questions prompting transfer of a call from 911 Dispatch to the BTCS QMHP.
 - b. Identify, collect and report outcome data to understand the impact of the BTCS QMHP at 911 Dispatch as well assess opportunities to fine-tune the workflow and outcome measurement over time.
 - c. Partner on training for 911 Dispatch and BTCS staff.
 - d. Seek to continually improve the process through collaboration and modification.
 - e. Adhere to respective standards, rules and guidelines under which Williamson County Emergency Services and BTCS are individually and collectively obliged.

B. BUDGET

Funding Period: 10/ 01/2025 to 09/30/2026

The County will provide \$168,000 to support salaries, benefits, and stipend for supervision for qualified mental health professionals in 911 Dispatch.

Williamson County will provide allocation Not Exceed \$168,000.