

**AGREEMENT FOR ASSESSMENT SERVICES
FOR THE WILLIAMSON COUNTY VETERANS TREATMENT COURT**

THIS AGREEMENT FOR ASSESSMENT SERVICES (“Agreement”) is made and entered into by and between Williamson County, Texas (“County”) and Bluebonnet Trails Community MHMR Center dba Bluebonnet Trails Community Services (“BTCS”), both collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Williamson County Veterans Treatment Court (“WCVTC”) was established to enhance public safety and empower veterans to be productive members of the community by providing a judicially supervised, therapeutic method of adjudicating pending criminal charges; and,

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

WHEREAS, the County desires to engage BTCS to provide assessment services (“Services”) for participants in the WCVTC.

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

**ARTICLE I
BASIC SCOPE OF AGREEMENT**

BTCS shall provide WVTC professional assessments, in accordance with Exhibit A, using the screening tools DUI-RANT and RANT, which provides risk and needs scores for admission into the WVTC program. Additionally, BTCS shall provide additional assessments at an as-needed basis, including but not limited to, PCL 5 for PTSD symptoms assessment and GAD7 to identify anxiety symptoms.

**ARTICLE III
TERM OF AGREEMENT**

This Agreement shall be effective as of the date of the Parties’ execution below and shall continue thereafter for twelve (12) months, unless terminated prior to such time in accordance with the termination provision set out herein (the “Initial Term”). Following the Initial Term, the parties, upon mutual agreement, shall have the option to renew this Agreement for three (3) additional one-year terms, with the terms and conditions remaining the same.

ARTICLE IV TERMINATION

A. Termination for Cause. If BTCS fails to fulfill its obligations under this Agreement in a timely and proper manner, or if BTCS violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to BTCS of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated thirty (30) days after the giving of such notice unless such default or defaults are remedied within such cure period.

B. Termination for Convenience. This Agreement may be terminated for Convenience at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

ARTICLE V CONSIDERATION AND COMPENSATION

A. BTCS will be compensation based on a fixed hourly rate as set out in Exhibit A. The not-to-exceed amount is Thirty-Thousand Dollars (\$30,0000) per term. BTCS shall submit detailed invoices monthly for the Services provided. The invoices shall include a detailed description of the services rendered, dates of service, and any other relevant information to substantiate the charges. County reserves the right to request additional information or clarification for any charges listed on the invoice,

B. Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

ARTICLE VI COUNTY'S RIGHT TO AUDIT

BTCS agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of BTCS which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. BTCS agrees that County shall have access during normal working hours to all necessary BTCS facilities and shall be provided adequate and

appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give BTCS reasonable advance notice of intended audits.

ARTICLE VII BUSINESS ASSOCIATION PROVISION

If the County or BTCS receives any individually identifiable health information (“Protected Health Information” or “PHI”), from the other’s agents, 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:

A. 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 the purposes of managing its internal business processes relating to its functions under this agreement.

B. Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of WCVTC or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between the 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.

C. 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

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

ARTICLE VIII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of BTCS's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income.

B. Equal Employment Opportunity. BTCS certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Insurance. Each Party will be responsible for insuring or self-insuring its own officers and employees.

D. Conflict of Interest. BTCS covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. BTCS further covenants that in the

performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. 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.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the BTCS is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the BTCS. The burden of proof for the need of such relief shall rest upon BTCS. To obtain a release based on force majeure, BTCS shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Confidentiality of Information. 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 federal and state law.

I. **INDEMNIFICATION OF COUNTY**. **BTCS SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF BTCS OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. Amendment. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party.

L. 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:

- a. WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

- b. BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Addresses 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.

M. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

N. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

O. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

P. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

Q. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.


R. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

S. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's executive below.

BTCS:

Bluebonnet Trails Community MHMR
Center dba
Bluebonnet Trails Community Services:

By:  _____

Printed Name: Andrea Richardson

Title: Chief Executive Officer

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

August 2, 2024

Exhibit “A”

The Agency shall manage and expend the Funds on the following described public purpose services.

Contractor Obligations:

This contract focuses upon eligibility screening via nationally recognized assessment tools. Upon execution of this Agreement with Williamson County, Bluebonnet Trails Community Services (BTCS) will be required to use identified screening tools selected by the Williamson County Veterans Treatment Court.

Bluebonnet Trails Community Services (BTCS) to commits to providing professional assessments within the terms of this Agreement.

Assessments to be completed by BTCS for potential applicants seeking participation in the Williamson County Veterans Treatment Court (WCVTC) may include:

- DUI-RANT and RANT, which provides risk and needs scores needs for admission into the program.
- PCL 5 for PTSD symptoms.
- PHQ9 for identification of depression symptoms.
- GAD7 identification of anxiety symptoms.

The professional contract services are needed to provide prompter assessment services that will increase the number of veterans served and decrease the wait list.

Contractor Payment:

BTCS will conduct the assessment services and will bill Williamson County through all-inclusive hourly rates to conduct assessments achieving the integrity of the tools selected by the WCVTC. BTCS commits to providing (1) the appropriately qualified BTCS professional to conduct the review; and (2) the licensed professional required to review the assessment results as follows:

- \$75.00 per hour for non-licensed staff
- \$100.00 per hour for licensed staff