

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT BETWEEN
EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK
AND THE
EL PASO COUNTY ATTORNEY
FOR THE PROVISION OF LEGAL SERVICES RELATED TO THE
ASSISTED OUTPATIENT TREATMENT PILOT PROGRAM**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the County of El Paso, Texas (“County”), with the agreement, consent, and participation of the El Paso County Attorney (“County Attorney”), and El Paso MHMR d/b/a Emergence Health Network (“EHN”), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

WHEREAS, the County and EHN are local governments as defined in Texas Government Code, Section 791.003(4) and have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

WHEREAS, the County and EHN specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

WHEREAS, EHN is designated as the Local Mental Health Authority (“LMHA”) serving El Paso County, Texas, pursuant to Tex. Health & Safety Code § 533.035, and a Certified Community Behavioral Health Clinic (“CCBHC”), pursuant to Section 223 of the federal Protecting Access to Medicare Act of 2014 (“PAMA”) (PL 113-93);

WHEREAS, EHN was awarded CCBHC Expansion Grant Number 1H79SM083297-01 from the Substance Abuse and Mental Health Services Administration (“SAMHSA”), an agency with the U.S. Department of Health and Human Services, to implement an Assisted Outpatient Treatment (“AOT”) Pilot Program within the County of El Paso; and

WHEREAS, the County and County Attorney agree to coordinate with EHN on implementation of the AOT Pilot Program, pursuant to Chapter 574 Subchapter C of the Tex. Health & Safety Code, which will provide assisted outpatient treatment services to eligible residents of County of El Paso;

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

1. PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish the terms and conditions whereby the County Attorney and the County shall coordinate with EHN on the implementation of the AOT Pilot Program, and EHN shall reimburse the County for costs incurred in implementation of the AOT Pilot Program.

2. DUTIES OF THE COUNTY ATTORNEY

2.1 The County Attorney, by and through a designated Assistant County Attorney, hereinafter referred to as “AOT Counsel,” will prepare and submit applications for court ordered mental health services, to include assisted outpatient mental health services in accordance with Chapter 574 Subchapter C of the Tex. Health & Safety Code. The County Attorney may designate more than one Assistant County Attorney as AOT Counsel, at the discretion of the County Attorney.

2.2 At all times, the El Paso County Attorney’s Office will exercise its independent professional judgment and make all final decisions regarding its cases and clients.

3. DUTIES OF EMERGENCE HEALTH NETWORK

3.1 EHN will coordinate and facilitate, with AOT Counsel, the filing of applications seeking AOT services for patients authorized under Chapter 574 Subchapter C of the Tex. Health & Safety Code.

3.2 EHN will place 40 patients in the first year and 50 patients in the second year, for a total of 90 AOT Pilot Program patients during the Initial Term.

3.3 EHN shall reimburse the County the gross amount of \$54,999.96 annually for the costs incurred in implementation of the AOT Pilot Program, paid by EHN at the gross rate of \$4,583.33 per month throughout the Initial Term. Such reimbursement shall include filing fees and service fees incurred by the applicants including those incurred in response to a patient’s failure to comply with a court order.

4. TERM AND TERMINATION

This Interlocal Agreement shall be effective on September 1, 2020 and shall terminate on August 31, 2022, unless terminated by either party or the County Attorney with 30 days written notice to the other parties (“Initial Term”). This Agreement may be renewed for successive one year terms by written agreement of the parties.

7. NOTICE

7.1 Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax, email, or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY: The El Paso County Judge
301 El Paso County Courthouse
500 E. San Antonio
El Paso, Texas 79901

TO THE COUNTY The El Paso County Attorney
ATTORNEY: 503 El Paso County Courthouse
500 E. San Antonio
El Paso, Texas 79901

TO EHN: Chief Executive Officer
Emergence Health Network
P.O. Box 9997
El Paso TX 79995-2997

8. MISCELLANEOUS

8.1 Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.

8.2 For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

8.3 This agreement may not be assigned by any party in whole or in part.

8.4 In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

8.5 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

8.6 This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both/all parties.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of El Paso, the El Paso County Attorney, and El Paso MHMR d/b/a Emergence Health Network in the manner provided by law.

THE COUNTY OF EL PASO

Ricardo A. Samaniego
El Paso County Judge

Date: _____

EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK

Kristen Daugherty, LISW, LCSW, MBA
Chief Executive Officer

Date: _____

EL PASO COUNTY ATTORNEY

Jo Anne Bernal
El Paso County Attorney

Date: _____