

**INTERLOCAL AGREEMENT FOR THE PROVISION OF MULTI-SYSTEMIC  
THERAPY (“MST”) SERVICES BETWEEN EL PASO COUNTY  
AND EL PASO MHMR d/b/a EMERGENCE HEALTH NETWORK**

On the 1st day of October, 2021, the El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as “JPD” and El Paso MHMR d/b/a Emergence Health Network hereinafter known as “EHN”, for the provision and administration of Multi-Systemic Therapy Services to children and adolescents under the care of JPD and who may be candidates for mental health therapy.

**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; and

**WHEREAS**, the County and the Board 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; and

**WHEREAS**, the County and the Board recognize that a consolidated effort in the coordination of services to meet the needs of the juveniles will result in a cost savings and is in the best interest of the citizens of the County of El Paso; and

**WHEREAS**, the County and the Board 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; and

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

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide MST services. MST is an evidence based, 3-5 month intensive in home (when allowable) family counseling program that connects parents with the tools and resources needed to improve communication and strengthen the family unit. Focusing on youth with behaviors at risk for out of home placement, MST counselors work to:

1. Strengthen family relationships and empower parents to monitor, protect, and advocate for their children.
2. Develop behavior plans that are monitored and reviewed weekly to encourage responsible behavior.
3. Examine roles of school, peers, Department of Family and Protective Services (“DFPS”), probation, and/or the community and their impact on the family unit.

4. Develop unique personalized interventions to provide significant sustainable change.

The goal of MST services is to keep children and families safe, and prevent out of home placement.

- A. EHN shall provide quality MST evidence-based services to: youth at risk for placement due to anti-social or delinquent behaviors, including substance abuse; youth involved with the juvenile justice system; and/or youth who have committed sexual offenses in conjunction with other anti-social behavior; however, exclusionary criteria includes:
  1. Youth living independently, or youth for whom a primary caregiver cannot be identified despite extensive efforts to locate all extended family, adult friends and other potential surrogate caregivers.
  2. Youth referred primarily due to concerns related to active suicidal, homicidal, or psychotic behaviors.
  3. Youth referred primarily due to having severe psychiatric problems (youth who have psychiatric problems may be referred; however, this cannot be the primary reason for referral).
  4. Juvenile sex offenders (sex offending in the absence of other delinquent or antisocial behavior).
  5. Youth with pervasive developmental delays and low cognitive functioning youth.

## **II. SERVICES TO BE PERFORMED BY EHN**

- A. Therapeutic evidence-based MST Services- shall be provided by a Masters prepared or higher specialist in the field of counseling, social work, psychology, or other related social science field.

At least twice per week EHN MST Counselors will provide the following services on a flexible schedule\*:

- Family therapy
- Individual therapy
- Case Management
- Crisis Intervention
- Multi-Disciplinary Treatment Teams
- Provision of Services in any setting (home, school, court, detention, community, etc.)\*

\*Counselors will be available 24 hours a day, 7 days a week to provide in home (when allowable) support to families.

MST evidence-based services shall be provided on an individual/family basis. The family behavioral plan and service delivery shall include the involvement of the

Juvenile Probation Department, extended family, school, peers, health services, community groups, and/or other involved agencies to effectively address the needs of the family. Per MST requirements, the family of the youth is responsible for implementing established behavioral plans and interventions. A team composed of the JPO, therapist, youth and family will be responsible for monitoring established behavioral plans and interventions.

**B. Crisis Management:**

1. The therapist must be accessible 24/7 to address crisis calls that may arise. The therapist is responsible for addressing all mental/behavioral health issues. Services shall be provided by a Master prepared or higher specialist in the field of counseling, social work, psychology, or other related social science field.
2. Assigned Probation Officers must be notified within 24 hours in writing via e-mail of all crisis calls and outcomes.
3. The complexity of clinical issues presented by adolescents and their families require considerable flexibility in the delivery of evidence-based interventions. Contractor must be available to respond to crisis 24 hours a day 7 days a week.

**C. Psychiatric Services:**

EHN must provide access to referrals for psychiatric services to juvenile and family when applicable.

**D. Documentation:**

1. At the time of intake, the therapist shall complete a family interview in the juvenile's home (when allowable). The purpose of the interview is to engage the family, identify areas that need to be addressed, and provide the family an opportunity to provide input into services.
2. EHN shall coordinate and include the juvenile and parent(s) in developing a family sustainability plan.
  - a. The behavioral plan shall include diagnosis, modalities to be utilized to reach outlined goals/objectives, frequency of intervention, identified goals and acknowledgement that the family was provided with a copy. 24 hour crisis line shall be clearly indicated on all documentation.
  - b. Initial treatment goals shall be created. The plan shall be typed, dated, and signed by the therapist, juvenile, and parent(s) and submitted to JPD's Director of Probation Services and Accounting Unit within 2 business days of opening the case.
3. EHN shall submit a complete listing of currently assigned cases, to include, cases on the waiting list electronically to JPD's Director of Probation Services, no later than 2 business days prior to the scheduled monthly MST staffing.
4. Monthly staffings shall be held at an agreed upon date and time either in person or through MS TEAMS. MST staffings shall be scheduled on the first Thursday of

the month when allowable. All listings and documents shall be submitted regardless of whether an actual in-person/electronic staffing is scheduled.

5. The monthly progress reports are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the treatment goals plan. Monthly progress reports shall be typed, dated and signed (when allowable) by the therapist, juvenile, and parents and submitted electronically to JPD's Director of Probation Services and the Accounting Unit, no later than 2 business days prior to the scheduled MST staffing.
6. A Case Discharge Form and Sustainability Plan shall be typed, dated and signed (when allowable) by the therapist, juvenile, and parents and submitted to JPD's Director of Probation Services and the Accounting Unit within 5 business days upon case closure and an updated linkages page shall be attached that clearly indicates all future appointments and linkages made by Contractor prior to case closure.
7. EHN shall submit quarterly MST Dashboard Reports, to JPD's Director of Probation Services within 10 business days of the end of the quarter.

E. Communication:

1. All team members will staff all cases on a monthly basis. Communication and documentation must be directly correlated to the monthly progress reports. The assigned probation officer and EHN shall document the staffing and clearly indicate the discussions in each child's case notes.
2. Ongoing telephonic, email or in person communication with Probation Officers should occur as required.

### III. SERVICES TO BE PERFORMED BY JPD

- A. JPD shall identify those youth to receive MST services through EHN. JPD understands that not all candidates referred will receive MST, and that EHN has the sole discretion to accept any or no referred candidates for MST.
- B. JPD shall submit a MST Referral Form (**Exhibit A**) electronically for MST services to EHN. EHN shall acknowledge receipt of referral within 2 business days. JPD referrals for MST services shall include:
  1. MST Referral Form (**Exhibit A**);
  2. Positive Achievement Change Tool ("PACT") Summary Report;
  3. Pre-Disposition Report ("PDR"); and/or
  4. Modification-Disposition Report ("MDR"); and/or
  5. Social History; and

6. Mental Health Evaluations/Psychiatric Evaluation/Psychological Evaluation (if applicable).

#### IV. COST

- A. JPD shall pay EHN funds for the services described in Section II of this Agreement which are not otherwise reimbursed by an insurance payor in an amount not to exceed \$238,934 per County Fiscal Year. The budget consist of the following:
  1. Salaries & Fringe \$216,750.00
  2. 10% Indirect Cost Rate \$21,675.00 (**EXHIBIT B**)
  3. Total Budget \$238,425.00
- B. Invoices shall be submitted on a monthly basis (12 equal payments) in the amount not to exceed \$19,868.75.
- C. EHN shall submit invoices bearing EHN's letterhead no later than 10 working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department Attention Accounting Department. Letterhead shall contain an accurate mailing address and telephone number where EHN can be reached during normal business hours. EHN's invoice must indicate an invoice number, month of service and contract number **2021-0541**. If any report/documentation is not submitted within the required timeframes, payment will be delayed until documentation is provided to the Juvenile Probation Department.
- D. When the Juvenile Probation Department receives an invoice from EHN, the Department will verify all supporting documentation. The Department will then process the invoice for payment through the County Auditor's Office within 45 days of receipt. The County Auditor's Office will generate a check for EHN after Commissioner's Court approval.

#### V. TERM AND TERMINATION

- A. The services requested shall be provided from **October 1, 2021** through **September 30, 2022**. The County shall have the option to renew this Agreement for two one-year terms upon the same terms and conditions contained in this Agreement by providing a written preliminary notice of the County's intent to renew. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.
- B. The County or EHN may terminate this Agreement at any time by giving 30 days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement. EHN shall cease to incur costs

associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD:

CS #2021-0541  
Roger Martinez  
Chief Juvenile Probation Officer  
6400 Delta Drive  
El Paso, TX 79905-5408

To Contractor:

Emergence Health Network  
ATTN: Kristen Daugherty, CEO  
1600 Montana  
El Paso, TX 79902

## **VI. RECORDS AND MISCELLANEOUS PROVISIONS**

- A. Record Retention: EHN shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of 7 years after the end of the contracted period. If any litigation, claim or audit involving these records commences before the 7 year period expires, the Contractor must keep records and documents for not less than 7 years or until all litigation, claims or audit findings are resolved; whichever is later.
- B. The following agencies may request to review EHN'S records: El Paso County authorized representative, the State of Texas, and/or the Federal Government. EHN must maintain and make available for inspection, audit or reproduction any books, documents and other evidence pertaining to the cost and expenses for this agreement entered into with the Juvenile Probation Department, as requested by an authorized representative of El Paso County, the State of Texas, or the Federal Government.
- C. To the extent allowable under applicable federal and state privacy and confidentiality laws, the parties agree to exchange information for the exclusive purposes of providing MST. Both parties acknowledge that in receiving, storing, processing or otherwise dealing with any information about clients in the program, they are fully bound by provisions of federal and state regulations governing confidentiality of educational records, juvenile criminal records, substance abuse patient records, 42 C.F.R. Part 2 and 45 U.S.C. § 290dd-2 as well as confidentiality of mental health records under Texas Health and Safety Code Chapter 611 ("Confidentiality Regulations"). Both parties agree to undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the Confidentiality Regulations. Both parties agree to execute a Business Associate Agreement attached hereto and marked as **Exhibit C**.

## **VII. BACKGROUND CHECKS AND TRAINING**

Background checks and training for all current and future employee(s) or volunteer(s) working directly with youth shall coordinate with JPD prior to any youth contact throughout the term of this Agreement. This will be done as needed and in the event that employees or volunteers are removed from duties and other employees or volunteers are secured.

### **A. Background Checks**

1. Submit their fingerprints through the Identigo system for a criminal history search (**Exhibit D**). Contractor and Committee Members will assume cost associated with this service.
2. Execute a Texas Law Enforcement Telecommunication System ("TLETS")/ National Crime Information Center ("NCIC") records check in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check as well as the Sex Offender Background search through the Texas Department of Public Safety (**Exhibit E**).
3. Contractor shall submit to an in-person interview with the Chief Juvenile Probation Officer, Roger Martinez, at a date and time scheduled by the Juvenile Probation Department.

### **B. Training**

The Contractor will require all of its personnel who may have direct contact with JPD youth to attend the ANE/PREA training on abuse, neglect, or exploitation and reporting requirements. Contractor must attend training provided by the El Paso County Juvenile Probation Department within 10 days of execution of the Agreement.

Contractor will be required to attend state mandated training, Texas Family Code §261.107 Persons Require to Report; Time to Report. This provision deals with reporting child physical or mental health abuse or neglect. Contractor must attend training provided by the El Paso County Juvenile Probation Department within 10 days of execution of an agreement.

## **VIII. SANCTIONS**

- A. As determined in the reasonable judgment of the Juvenile Probation Department, failure of EHN to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes of failure of EHN to properly administer subcontracts and

take appropriate corrective action in the event of violations by sub-Contractor may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments. EHN may be ineligible to receive future contracts.

- B. EHN warrants that it is certified, approved or licensed by all Federal, State or local agencies or departments that have jurisdiction to regulate any activity performed by EHN. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within 10 days of execution of an agreement.
- C. EHN shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last 12 months preceding the execution of this agreement, as well as during the term of this agreement along with any results and/or finding related to EHN conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Justice Department, Texas Department of Family and Protective Services or any other agency which may license or regulate EHN in the provision of these services.

## **IX. ASSIGNMENT**

EHN shall not sell, assign, transfer or convey any agreement entered into with the Juvenile Probation Department, in whole or in part, without the prior written consent of Juvenile Probation Department.

## **X. VENUE**

This agreement will be governed and construed according to the laws of the State of Texas and will be performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

## **XI. INDEMNIFICATION**

- A. To the extent authorized by the Constitution and laws of the State of Texas, EHN shall hold harmless and indemnify El Paso County, the El Paso County Juvenile Board, the El Paso County Juvenile Probation Department, their officers, agents and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of EHN, its officers, employees and/or agents, including any acts constituting negligence or gross negligence or in a suit pursuant to Chapter 81 of the Texas Code of Civil Practice and Remedies Code.
- B. EHN shall maintain at EHN'S own expense, general and professional liability insurance with a policy limit of not less than \$1,000,000.00 per occurrence and



\$3,000,000 in the aggregate under such coverage. EHN also carries medical professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate, annually. These insurance policies shall specifically cover the services provided under this agreement. Failure to maintain such insurance during the term of this agreement shall be grounds for immediate termination of the agreement. All of said insurance policies shall name the County and the El Paso County Juvenile Board, their officers, employees as additional insured and shall provide that the County shall be given at least 30 days advance written notice of any lapse, amendment or cancellation. A copy of the insurance certificate should be included.

## **XII. AGREEMENT**

This document expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

## **XIII. ENFORCEMENT**

Any agreement entered into between the parties. In the event that any portion of an 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.

## **XIV. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

EHN certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

EHN certifies that it does not boycott Israel, as defined in Texas Government Code Section 808.001, and will not do so for the duration of this contract.

(Signatures on Next Page)

**IN WITNESS WHEREOF**, the parties execute this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**THE COUNTY OF EL PASO**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge Ricardo A. Samaniego

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Roger Martinez  
Chief Juvenile Probation Officer  
El Paso County

\_\_\_\_\_  
Kristen Daugherty  
Chief Executive Officer  
Emergence Health Network

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date