

INTERLOCAL MENTAL HEALTH SERVICES AGREEMENT
BETWEEN
COUNTY OF EL PASO, TEXAS
ON BEHALF OF THE EL PASO COUNTY 243rd JUDICIAL DISTRICT
MENTAL HEALTH COURT
AND
EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK

This Interlocal Agreement for Mental Health Services for the 243rd Judicial District Mental Health Court (“Agreement”) is made by and between the County of El Paso, Texas (“County”) and El Paso MHMR d/b/a Emergence Health Network, a Texas Community Center under Chapter 534 of the Texas Health and Safety Code, located in El Paso, Texas (“EHN” or “Contractor”), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791 of the Texas Government Code. This Agreement is made in furtherance of the “*El Paso County Mental Health Court Program*” (“Program”) supported by grant #4740302 from the Office of the Governor (“OOG”).

I. PURPOSE

The purpose of this Agreement is to facilitate the provision of mental health services for the 243rd Judicial District Mental Health Court.

II. SCOPE OF WORK

- A. Contractor shall provide the following services to the 243rd Judicial District Mental Health Court:
1. Court Management Services which include engaging in EHN treatment team meetings to monitor and document compliance with court ordered adherence to mental health treatment; attending and participating in all court staffings up to one (1) time per week; attending court no more than one (1) time per week; and providing updates, to the Mental Health Court Judge and Team, related to participants compliance with mental health treatment and engagement.
- B. Contractor shall be responsible for reviewing all INSPIRE court EHN referrals and determining if client is currently established to EHN services or not. If established, contractor will be responsible for coordinating liaison services, as outlined in *Attachment A: Liaison Provision of Services*. If individual is not currently established to EHN services, contractor will be responsible for conducting an Intake Assessment to determine eligibility, as per process outlined in *Attachment B: INSPIRE Court Referral Process*.
- C. Contractor shall submit a report for each participant presenting during that specific court staffing and hearing, regarding participant mental health treatment compliance. Where applicable, this will include case management appointments scheduled and attended; prescriber appointments scheduled and attended; medication management compliance, and

overall engagement and participation percentage in accordance with Person Centered Recovery Plan (“treatment plan”), for the period of time identified between hearings.

III. INVOICING AND PAYMENT

- A. County agrees to pay Contractor the cost of funding personnel and services provided by EHN as provided in *Attachment C* of this Agreement. Contractor will submit invoice for reimbursement on a net 45-day basis (“EHN Payment Request”). Such itemized invoice will be delivered to County in a format that contains all items required by County. The amount for Contractor personnel and Services for the period of September 1, 2024, until August 31, 2025, shall not exceed the \$43,457.64 and are paid through grant funds (FY25 Specialty Courts Program, Office of the Governor).
- B. The Parties understand and agree that County budgets on a yearly basis and that its funding is limited. If funding is not allocated for any period of time during the contract period, County may terminate this Contract by providing Contractor 30 days’ written notice.
- C. Pursuant to section 2251.021 of the Texas Government Code, County’s payments are due and payable within thirty (30) days after the date of the applicable invoice, or the due date otherwise indicated in an applicable customer order. Payments not made when due shall be subject to late charges of the lesser of: (a) one and one-half percent (1.5%) per month of the overdue amount or (b) the maximum amount permitted under applicable law.

IV. TERM AND TERMINATION:

- A. Term. This Agreement shall be effective on September 1, 2024, regardless of the date of execution by the Parties, and shall continue until August 31, 2025 (“Initial Term”). This Agreement may be renewed for one (1) additional one (1) year term upon written agreement of the Parties.
- B. Termination. Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice. Parties may immediately terminate this Agreement for cause pursuant to breach of any term of this Agreement.
- C. Continuity of Care. Contractor agrees to implement mechanisms to ensure the continuity of care and coordination of mental health services for participants transitioning in and out of the Program. Moreover, the Parties shall co-operate to ensure continuity of care for Program participants during any transitory period relating to this Agreement, whether caused by the implementation or termination of this Agreement, or otherwise.

V. HIPAA

The Parties acknowledge that the services provided under the Agreement are subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to, the Health Insurance Portability

and Accountability Act of 1996 (HIPAA), and regulations hereunder as may be amended from time to time. EHN will at all times comply, and require that any subcontractors comply, with the applicable provisions of such laws, regulation and policies.

EHN will keep private and to secure any information that is considered either Individually Identifiable Health Information (“IIHI”) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (“HIPAA”) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (“HIPAA Privacy Regulations”) and 45 CFR Part 142 (“HIPAA Security Regulations”) should the HIPAA Security Regulations become final and effective. EHN will only use and disclose PHT as required to perform the services outlined in this Agreement, which may include the proper management and administration of Inspire participant medical services and may provide data aggregation services to the health care operations of County. EHN will not use or further disclose PHI other than as permitted under this Agreement and EHN will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. After EHN has completed working with or using PHT provided by County, EHN will return or destroy all PHI if feasible and if not feasible EHN will continue to protect the PHI from wrongful uses and disclosures. If EHN decides to destroy PHI provided by County under this Agreement, EHN will keep a record of the proper destruction or provide County with notice and certification of proper destruction of PHI.

VI. MISCELLANEOUS

- A. Assignment and Subcontracting. EHN cannot assign this Agreement, or any part of it, without the express written consent of County. Any assignment or subcontract will not relieve EHN of its independent obligation to provide the services and be bound by the requirements of Agreement. County agrees and acknowledges that EHN may subcontract with duly qualified Licensed Professionals and Prescribers as well as telemedicine providers in satisfying obligations under this Agreement. Any subcontractor shall abide by the requirements under this Agreement and be duly licensed to practice in the State of Texas.
- B. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their Notice information in the same manner.

COUNTY: El Paso County Judge
500 E. San Antonio Ave., Room 302
El Paso, Texas 79901

EHN: Chief Executive Officer
Emergence Health Network
201 East Main, Suite 600

El Paso, Texas 79901

cc: Legal Counsel
Emergence Health Network
201 East Main, Suite 600
El Paso, TX 79902
(915) 887-3410

- C. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Venue shall lie in El Paso County, Texas. This paragraph shall not be construed to limit any rights a Party may have to intervene in any action arising from this Agreement, wherever pending, in which the other is a Party.
- D. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter. No modifications or amendments to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- E. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers or other similar causes beyond their control.
- F. **Public Information Act.** County is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that County shall only be obligated to perform its duties under this section and this Agreement in compliance with the Texas Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Texas Public Information Act, County shall be relieved of said duties without penalty or further liability. In the event either party receives a request under the Texas Public Information Act for Confidential Information it shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that County may request a determination from the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that County, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that County, its officers and employees shall have no liability to Contractor for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require County or Contractor to violate the terms of the Texas Public Information Act.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

COUNTY OF EL PASO

Ricardo A. Samaniego
County Judge

EL PASO MHMR d/b/a
EMERGENCE HEALTH NETWORK

Kristen Daugherty
Chief Executive Officer

Date:

APPROVED AS TO FORM

Selena N. Solis
Judge, 243rd District Court

Date:

EHN Legal Counsel

Date: