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**County of El Paso  
Agenda Item Details**

<b>Item Title:</b>	EHN / Inmate Mental Health Services / Jail Based Competency Restoration (JBCR) / ILA (2024-0786)
<b>Submitted By:</b>	Richard Wiles, Sheriff
<b>Department:</b>	EPCSO
<b>Department Phone Number:</b>	(915) 538-2006
<b>Subject:</b>	Approve and authorize the County Judge to sign the Interlocal Agreement between El Paso County and El Paso MHMR D/B/A Emergence Health Network for Jail Based Competency Restoration which provides competency restoration services to adults who are deemed incompetent to stand trial from July 1, 2024, and may be extended for two, one-year terms. (Contract No. 2024-0786)
<b>Background:</b>	<p>EHN will provide jail-based competency restoration services that are compliant with State and Federal Jail standards to adults who are deemed incompetent to stand trial pursuant to Texas Code of Criminal Procedure Chapter 46B in order to maintain minimum state jail standards. As well as providing Crisis Intervention Services to reduce symptoms of severe and persistent mental illness or serious emotional disturbance. The El Paso County Detention System (EPCDS) will be responsible for coordinating and conducting training of EHN staff and/or personnel. EPCSO's sole responsibility is to provide security and transportation of inmates needing medical treatment within the County Detention System.</p> <p>Contract Number: 2024-0786 Contract Term Start: 6/30/2024 Contract Term End: 9/29/2024 County Attorney Opinion Number:</p>
<b>Fiscal Impact:</b>	<p>Fiscal Impact Historical N/A</p> <p>Fiscal Impact Projected N/A</p>

Long Account Number: Amount:

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**Budget or Unbudgeted Match:**

**Recommendation:**

Approve and authorize the County Judge to sign the Interlocal Agreement between El Paso County and El Paso MHMR D/B/A Emergence Health Network for Jail Based Competency Restoration which provides competency restoration services to adults who are deemed incompetent to stand trial from July 1, 2024, and may be extended for two, one-year terms. (Contract No. 2024-0786)

**Prior Action:**

N/A

**Strategic Plan:**

Goal:

null

Objective:

**Strategic Plan Information:**

**Estimated Time Needed  
For This Item:**

**INTERLOCAL AGREEMENT BETWEEN  
EL PASO COUNTY  
AND  
EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK  
FOR JAIL BASED COMPETENCY RESTORATION**

**THIS INTERLOCAL AGREEMENT** is entered into as of July 1, 2024 (“Effective Date”), by and between El Paso County (County) and El Paso MHMR d/b/a Emergence Health Network (“EHN”) for the provision and administration of Jail-Based Competency Restoration (JBCR or Program) which provide competency restoration services to adults who are deemed incompetent to stand trial.

**RECITALS**

**WHEREAS**, El Paso County (“County”) is charged by law with the responsibility for obtaining and providing reasonably necessary medical and mental health care for inmates of the County Downtown Detention Facility and Jail Annex (collectively, the “County Detention System” or “EPCDS”), under the supervision and control of the El Paso County Sheriff’s Office (“EPCSO”); and

**WHEREAS**, under Texas law, a county may develop and implement a jail-based competency restoration program;

**WHEREAS**, EHN, formerly known as the El Paso Mental Health & Mental Retardation (“MHMR”), was established as the Local Mental Health Authority (“LMHA”) pursuant to Chapter 533 of the Texas Health and Safety Code, and provides a comprehensive array of mental health services in El Paso County; and

**WHEREAS**, the purpose of the Interlocal Cooperation Act, Chapter 791, Texas Government Code is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

**NOW THEREFORE**, and in consideration of the mutual promises contained in this Agreement, EPCDS and EHN mutually agree as follows:

**ARTICLE 1. PURPOSE, ATTACHMENTS**

**A.** The purpose of this agreement is to provide and administer Jail-Based Competency Restoration (JBCR or Program) programs to provide competency restoration services to adults who are deemed incompetent to stand trial (IST) pursuant to Texas Code of Criminal Procedure (CCP), Chapter 46B to inmates of the El Paso County Detention System in compliance with applicable laws, rules, regulations, and national jail standards. JBCR programs minimize the cost associated with forensic inpatient treatment in state hospitals while maximizing community access to services provided by the local mental health authorities (LMHAs) and local behavioral health authorities (LBHAs).

**B.** The Attachments listed below are incorporated as if fully set forth:

1. Attachment A - HHSC Statement of Work, Version 1
2. Attachment B - JBCR Outcome Measures

## **ARTICLE 2. EHN DUTIES**

**A. General Provisions.** EHN will provide the following county-based jail-based competency restoration services to inmates in the County Detention System (collectively referred to as the “Services”).

1. **Compliance with State and Federal Jail Standards; PREA.** At all times during the contract term, EHN will provide a jail-based competency restoration service array, in accordance with the Health and Human Services Performance Contract, Texas Commission on Jail Standards (“TCJS”), and all other appropriate state and federal authorities, to inmates in the County Detention System, at all times during the contract term. In addition, EHN will meet and maintain TCJS and Office of Federal Detention Trustee (“OFDT”) standards as of the Assumption of competency restoration Effective Date. In coordination with EPCDS, EHN will remain in compliance with standard requirements from the National Commission on Correctional Health Care (“NCCHC”) throughout the duration of the contract term. NCCHC will be collectively referred to as the National Jail Standards. EHN will also comply with the Prison Rape Elimination Act (“PREA”), as it is applicable to the Detention System. EHN, further, will comply with all applicable EPCDS policies and procedures related to Services provided under this Agreement.
2. At all times during the contract term, EHN will provide JBCR services in compliance with 26 Texas Administrative Code (TAC), Chapter 307, Subchapter C, relating to Jail-Based Competency Restoration Program, CCP, Chapter 46B, Article 46B.091 relating to Jail-Based Competency Restoration Program implemented by County. In accordance with CCP, Chapter 46B, Article 46B.091, allow System Agency to inspect the county-based JBCR Program prior to serving individuals in the JBCR Program and as further deemed appropriate by System Agency. Reduce the demand for forensic state hospital bed days in the area served by the Program by reducing the number of maximum security and non-maximum-security defendants in the Clearinghouse (waitlist) determined to be incompetent to stand trial (IST)N due to mental illness and/or Co-Occurring Psychiatric and Substance Use Disorders (COPSD) issues. Provide prompt access to clinically appropriate JBCR services for eligible participants determined IST and not suitable for release on bail to be served in an Outpatient Competency Restoration (OCR) Program. Services shall include treatment of underlying mental illness, and the provision of education and skills training. Education and skills training shall enable Program participants to obtain a factual and rational understanding of legal proceedings and restore their ability to consult with legal counsel. Treatment shall

encompass the principles of effective psychiatric rehabilitation. Provide a cost-effective alternative to competency restoration in a State Mental Health Facility (SMHF). Minimize or ameliorate the stress of incarceration, to the extent possible, for participants in the Program. The amelioration shall include maintenance of therapeutic environment in the evenings and on weekends, and special training for jail security staff who work in the Program.

3. **HIPAA.** EHN acknowledges that the services provided under the Agreement are subject to federal and state laws, rules, and regulations relating to, among other subjects, the confidentiality and 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 only use and disclose Protected Health Information (“PHI”) as required to perform the services outlined in this Agreement, which may include the proper management and administration of inmate medical services and may provide data aggregation services to the health care operations of the EPCDS. 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. EHN will promptly notify the EPCDS of any use or disclosure of PHI not provided for in this Agreement. EHN will notify EPCDS of its corrective actions to cure any breaches as soon as possible. EHN understands that EPCDS may terminate this Agreement immediately if EHN’s actions are not successful in remedying the breach and EPCDS may report the problem to the Secretary of Health and Human Services. EHN will require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. EHN will follow §164.524 (Access of Individuals to PHI), §164.526 (Amendment of PHI) and §164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. EHN will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by EHN available to the Secretary of Health and Human Services or EPCDS for purposes of determining EHN’s compliance with the HIPAA Privacy Regulations. After EHN has completed working with or using PHI provided by EPCDS, EHN will return or destroy all PHI if feasible and, if not feasible, will continue to protect the PHI from wrongful uses and disclosures. If EHN decides to destroy PHI provided by EPCDS under this Agreement, EHN will keep a record of the proper destruction or provide EPCDS with notice and certification of proper destruction of PHI.
4. **Qualifications: Licensing and Credentialing.** All EHN staff performing services under this contract, in which a professional license is required by the State of Texas, will be so licensed.
  - a. EHN agrees that all its health care providers will have and will maintain the required licenses or permits that are, or become, necessary to perform the Agreement.

- b. EHN staff will maintain valid credentials, clinical certifications, and Texas licensure, and operate only within the limits of their scope of practice. As part of the Texas State licensure process, all clinical staff will undergo primary source verification and physicians will be queried through the National Practitioner Data Bank.
  - c. EHN will ensure that credential files are being maintained in accordance with all appropriate standards. EHN understands and agrees to provide EPCDS with documents related to its validation of credentials, clinical certification, and Texas Licensure of any professionally licensed EHN staff performing services under this Agreement upon request by EPCDS. EHN personnel who are properly credentialed by EHN are eligible and competent to provide service under this Agreement.
  - d. All EHN physicians will be licensed to practice medicine in the State of Texas in accordance with the appropriate laws and regulations.
  - e. Cardiopulmonary Resuscitation (“CPR”) Training. EHN’s licensed personnel will be certified in CPR.
  - f. EHN staff providing services under this Agreement will be designated by position in *Attachment A: Statement of Work, Version 1*. EHN administrative staff is not required to meet the qualifications identified in *Attachment A*. EHN may, in its discretion, provide for staff with higher or lower-level qualifications where a minimum level has been identified under a specific provision of this Agreement (with HHSC waiver approval).
5. **Medical Records; Electronic Health Records (“EHR”) and Telemedicine.** EHN will: (1) use the EHR system in order to maintain complete and accurate mental health and competency restoration records for each inmate and provide necessary reporting items to HHSC. EPCSO will grant HHSC access to EHR system and records for audit purposes. EHN will provide copies of all court documents and other applicable documents to EPCSO for complete and accurate record keeping between agencies; and (2) coordinate telemedicine services with EPCDS or other identified tele-health providers, when applicable. The medical records, to include the competency records, will be kept separate from the inmate’s confinement record. Each competency record will be maintained in accordance with HIPAA, TCJS, National Jail Standards, all other applicable state, and federal laws, and EHN’s policies and procedures.
- a. EHN staff will document treatment and findings in the EHR in an accurate and timely manner, and in compliance with accepted competency restoration procedures.
  - b. All entries will be legible and signed by the author, giving both name, credentials, and title. Mental Health staff will make viable attempts at collaborative documentation and make all reasonable efforts to ensure documentation is entered by the end of their identified shift. In the event EHN

staff is unable to enter the documentation by the end of their shift, EHN staff will ensure documentation is entered into the EHR (or other available system) no later than twenty-four (24) hours following service provision. All documentation will be provided to EPCSO for complete medical record keeping within 48 hours of competency service or receipt of legal and court records and documents.

- c. EHN will regularly audit and review competency records. Competency record information will be available to appropriate officials within the County, by providing copies of all records within 48 hours of completion of service or receipt of legal/court records and documents, while ensuring compliance with HIPAA requirements.
  - d. At the termination of this Agreement, EHN staff will ensure all documentation is available for EPCSO and their electronic health records are completed in their entirety.
6. **Subpoenas and Litigation; Custodian of Records.** EPCSO is the legal custodian and owner of all mental health records maintained in the EHR under this Agreement. EHN and EPCDS understand and agree that all subpoenas and other requests for mental health records will be handled in compliance with applicable state or federal law.
7. **Cost Containment Program.** EHN will utilize the EPCDS Cost Containment Program. Areas of concern will be identified and explored by EHN clinical or administrative staff and EPCDS or its designee. The competency restoration program will ensure that all scheduled competency services are appropriate. In every respect, EHN will strive to ensure that services are provided in the most efficient and effective manner possible.
8. **Policy and Procedures.** On or before the Effective Date, EHN will provide a written manual of its policies and procedures for jail-based competency restoration program services provided under this Agreement. EHN will provide continuous process review, as needed, throughout each contracted year, and provide timely updates to all processes requiring such updates.
9. **Independent Contractor Status.** The Parties acknowledge that EHN is an independent contractor. Nothing in this Agreement is intended nor will be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the Parties, nor to confer third party beneficiary status upon any person.

**B. Services to be provided by EHN.** As described in *Attachment A*, EHN will provide jail-based competency restoration services to adults who are deemed incompetent to stand trial pursuant to Texas Code of Criminal Procedure Chapter 46B in order to maintain minimum state jail standards. EHN staff will have clinical autonomy regarding recommendations and provision of competency restoration treatment for all inmates; all safety measures and security protocols as part of EPCDS



policies and procedures, will be adhered to and take precedence if treatment recommendations are in conflict of EPCDS P&P.

**Program Implementation and Oversight.** EHN will initiate process of systematic integration of jail-based competency restoration services that meet State and National standards.

- 1) **Provider Coverage.** EHN will ensure that coverage for the Psychiatrist and Prescriber meet HHSC standards for competency evaluation purposes as outlined in Attachment A.
- 2) **Telemedicine Services.** EHN may substitute in-person Prescriber coverage through the use of telemedicine for competency evaluation purposes. EHN may conduct telemedicine appointments for inmates if clinically appropriate and with the consent of inmate, unless such appointment poses a safety or security risk for the facility, personnel, and/or inmate(s). will be responsible for securing services via telemedicine.
- 3) **Client Services**
  - A. The services and assessments outlined in *Attachment A* will be conducted for inmates and detailed within EHN Jail-Based Competency Restoration Program Clinic Policies and Procedures, as identified as clinically appropriate by EHN staff, in accordance with HHSC and all other appropriate state and federal authority, to inmates in the County Detention System.
  - B. **Transition Services and Discharge Planning.** Transition services and discharge planning will occur in accordance with *Attachment A* outlined responsibilities. EPCSO will be responsible for ensuring clients receive ten (10) days' worth of medication upon release or notify EHN JBCR Program Manager if unable to obtain medication or barriers to obtaining medication(s) are identified.
  - C. **Emergency Care and Crisis Intervention Services.** In collaboration with EPCDS, EHN will provide appropriate responses to mental health crises of inmates participating in the competency restoration program, while in the Detention System. EHN will provide Crisis Intervention Services, when necessary, in response to a competency restoration participant crisis in order to reduce symptoms of severe and persistent mental illness or serious emotional disturbance and, if possible, to prevent admission of an individual to a more restrictive environment. Crisis Intervention Services include:
    - i) The coordination of emergency care services in accordance with applicable law;
    - ii) Behavior skills training to assist the individual in reducing stress and managing symptoms;
    - iii) Problem solving;
    - iv) Reality orientation to help the individual identify and manage their symptoms of mental illness; and
    - v) Providing guidance and structure to the individual in adapting to and coping with stressors
  - D. **Suicidal Inmates.** An inmate participating in the competency restoration program identified as acutely suicidal (active) or non-acutely suicidal (potential or inactive), immediate notification will be provided to the mental health team. Upon a suicide attempt

or completion, EHN Manager will be notified by EPCDS within the same business day of event occurrence.

- E. Patient Referrals.** EHN may make referrals to EPCDS if, in its determination, the mental health of the inmate involves a medical issue.
- F. Inpatient Psychiatric Care.** EHN will follow established processes, along with state and federal law, agreed upon by EPCSO and EPCDS, in relation to referral for inpatient psychiatric care.
- G. Monthly Statistical Data.** EHN will compile and provide monthly mental health data reports, specific data points are outlined in *Attachment B*, identified data will be provided electronically to EPCDS and EPCDS designated personnel, no later than the 5<sup>th</sup> business day of the following month. An annualized report will be provided to EPCDS, by January 10<sup>th</sup> of the subsequent year.
- H. Infectious Waste Disposal.** EHN will dispose of infectious waste in accordance with EPCDS policies and procedures. EPCDS will make provisions for storage, collection, and removal of medical waste and sharps containers, in accordance with state and federal regulations.
- I. Office Space, Exam Rooms, Information Technology Equipment and Utilities.** At no cost to EHN, during the term of this Agreement, EPCDS will allocate appropriate space separate and apart from the regular jail population for all JBCR participants for housing and programming purposes. Additionally, exam rooms, information technology equipment, and utilities, except long-distance phone service, for EHN use will be provided within all designated El Paso County Detention facilities where JBCR services are to be provided. This includes individualized and private office space for Program Manager.
- J. PREA.** EHN will comply with PREA standards, as it applies to mental health and competency restoration.
- K. Program Support Services.** EHN will participate in the following:
  - 1. **Inmate Grievance/Complaints.** EHN will provide a written response to any inmate complaints and/or grievances within twenty-five (25) calendar days of receipt of the complaint and/or grievance. EHN will follow all EPCDF established policies and procedures (Chapter 10.20 – Grievance Officer Post Order).
  - 2. **Safety and Sanitation Inspections.** EHN will comply with the Safety and Sanitation Guidelines and Program.
  - 3. **As Needed Administrative Meetings and Reports.** EHN will meet as needed with EPCSO administration to review competency issues and operations.

**L. Employee Training and Orientation.** EPCDS will be responsible for coordinating and conducting training of EHN staff and/or personnel. Staff requiring orientation will include new staff, returning staff, staff who change status, those who transfer to a new area, or contract personnel. This program will include institutional familiarization training hosted by EPCDS. The Psychiatrist or Prescriber is responsible for completing all aspects of mental health training. Competency based assessments will be used for all mental health personnel. Proficiency will be determined by qualified staff in the respective discipline. Topics to be covered during orientation will include:

- a. Tour of facilities and introduction to key staff;
- b. Chain of command/reporting relationships;
- c. Security procedures;
- d. Work schedules, rules for breaks;
- e. Review of logs and forms;
- f. Sharps /needle counts;
- g. Nursing protocols;
- h. Review of manuals;
- i. Introduction to medication dispensary room;
- j. Mental health and Medical records;
- k. Observation protocols;
- l. Laboratory requests;
- m. Telephone use;
- n. Receiving report from outgoing shift;
- o. Clinic operations;
- p. Intake Screening;
- q. Telemedicine (if operational);
- r. Emergency/treatment records;
- s. Infection control;
- t. Administrative segregation unit procedures; and
- u. Additional topics as required by laws and regulations or mutually agreed to by EPCDS and EHN.

**M. Staffing and Schedules.** EHN staffing profile and schedule will remain in compliance with *Attachment A* and any waivers granted, as per HHSC standards and requirements.

**N. Non-Discrimination; Affirmative Action.** EHN is an Equal Opportunity/Affirmative Action employer. In the administration of its employment policies and practices, EHN does not discriminate against employees or applicants for employment because of race, color, national origin, sex, sexual orientation, religion, age, veteran status, or disability.

**O. Background Checks; Security.** EHN agrees that EHN employees and/or contractors operating under this Agreement will be subject to a security clearance background check, consistent with EHN's policies and procedures. Any additional security clearance background checks required by EPCDS will be the financial responsibility of EPCDS.

- a. EHN agrees that access to the County Detention System will be denied to any persons who fail the background checks.
- b. EHN will adhere to all security procedures as set by EPCDS.

**P. Compliance with County and Sheriff Policies.** All EHN employees and contractors will comply with EPCSO policies, including clothing/dress policies and mandatory participation in quarterly emergency drills. Such EPCSO policies will be provided to EHN.

**Q. Workers Compensation; Liability; Governmental Function and Immunity**

1. **Workers Compensation.** EHN will provide worker's compensation coverage to its employees to the extent required by and pursuant to those Texas laws dealing with employees injured during employment.
2. **Insurance.** EHN will have general and professional liability insurance coverage with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate under such coverage. This insurance will specifically cover the services provided under these contracts. Evidence of such insurance will be provided to EPCDS prior to the effective date of agreement. Failure to maintain such insurance will be grounds for immediate terminations of these contracts. EHN carries medical professional liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in aggregate, annually. As part of this proposal, EHN will hire, train and maintain staff that meets the professional requirements as stipulated by the contract.
3. **Indemnification.** To the extent authorized by the Constitution and laws of the State of Texas, EHN will hold harmless and indemnify EPCDS and their personnel, employees and agents, 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 Civil Practice and Remedies Code. To the extent authorized by the Constitution and laws of the State of Texas, EPCDS will hold harmless and indemnify EHN and their officer, employees and agents 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 EPCDS, its officer, employees, and/or agents, including any acts constituting negligence or gross negligence or in a suit pursuant to Chapter 81 of the Texas Civil Practice and Remedies Code.
4. **Governmental Function.** EPCDS and EHN expressly agree that, in all things relating to this Agreement, the parties enter into this Agreement for the purpose of performing governmental functions as defined by the Texas Tort Claims Act. The

parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law will be enforceable.

5. **Sovereign Immunity.** EPCDS and EHN reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. Neither party waives, nor will be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

### **Article 3. EPCDS DUTIES**

#### **A. EPCDS Will Ensure the following:**

1. **EPCDS Designee/Liaison.** EPCDS is the primary contact for all services under this Agreement; however, it will designate appropriate persons in writing to handle the particular responsibilities.
2. **Training.** EPCDS will be responsible for coordinating and establishing training with EPCDS for EHN employees and subcontractors who have passed a background check. The orientation and training will cover EPCSO policy and EPCDS policy, to include Administration, Facility Management, Professional Conduct, Ancillary Services, Medical Policy and Safety and Security, as well as any applicable policies of EPCDS, including but not limited to training on EPCDS's EHR and pharmacy policies and procedures.
3. **Security.** EPCDS will ensure the EPCSO provides for all aspects of security and transportation of inmates needing medical treatment in the County Detention System. EHN will have no responsibility for security at the County Detention System or for the custody or supervision of any inmate at any time; such responsibility being solely that of EPCDS. EHN will have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring mental health care and who are 'security risks' or who present a danger to themselves and others. On matters of mutual concern, EPCSO and EPCDS and their respective staff will support, assist and cooperate with EHN, and EHN will support, assist and cooperate with EPCDS and EPCSO. EPCDS's decision on any non-medical or non-mental health matter will be final. All decisions involving access to services and service availability for medical or mental health will remain the responsibility of EPCDS.

4. **Access.** EPCDS and EPCDS will provide inmates with access to EHN JBCR providers. In the event such health care is to be provided off-site, EPCDS will arrange appropriate transportation for that purpose.
5. **Sheriff Approval of Policies and Procedures.** In areas which impact the security and general administration of the jails, EHN policies and procedures are subject to review and approval by EPCDS without limiting the responsibility of EHN to make its own medical, mental health judgments or the discretion of EPCDS to perform responsibilities under law. These areas are as follows:
  - a. Drug and syringe security;
  - b. Alcohol and drug medical detoxification;
  - c. Identification, care and treatment for inmates with special medical needs, including but not limited to individuals with hepatitis, epilepsy or physical disabilities, those infected with the Human Immunodeficiency Virus (HIV), and those with any other diseases that can be sexually transmitted;
  - d. Suicide prevention;
  - e. The use of physical restraints; and
  - f. Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to those inmates presenting a danger to themselves or others.
6. **Satisfaction with Health Care Personnel.** If EPCDS becomes dissatisfied with any health care personnel provided by EHN hereunder, or by any independent contractor, subcontractors, or assignee, EHN in recognition of the sensitive nature of correctional services, will, following receipt of written notice from EPCDS of the grounds for such dissatisfaction and in consideration of the reasons therefor, will exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to EPCDS, EHN as appropriate will remove or will cause any independent contractor, subcontractor, or assignee to remove the individual about whom EPCDS has expressed dissatisfaction. If any EHN employee is determined to be acting with deliberate indifference in the performance of their duties, said employee will be removed from the facilities and prohibited from providing services under this Agreement or accessing any information obtained by EHN by reason of services provided under this Agreement. Should removal of an individual become necessary, EHN will be allowed reasonable time, to find an acceptable replacement, without penalty or any prejudice to the interests of EHN.

#### **ARTICLE 4: MISCELLANEOUS**

##### **A. Term and Termination; Dispute Resolution**

1. **Term.** This Agreement will commence as of the Effective Date. The initial pro-rated term of this Agreement is from July 1, 2024 through September 30, 2024 and may be extended, from October 1 to September 30, for two (2), one (1) year

renewal terms, if mutually agreeable to both Parties. Renewal is conditioned on continued funding by HHSC under EHN and HHSC performance contract.

2. **Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:

a. **Termination Without Cause.** This Agreement may be terminated by either EPCDS or EHN without cause by written notice received via certified mail at least one hundred and eighty (180) days in advance of the effective date of termination.

b. **Termination by Mutual Agreement.** In the event that EPCDS and EHN agree in signed writing approved by their respective governing bodies, this Agreement may be terminated on the terms and date stipulated therein.

c. **Annual Appropriations and Funding.** This Agreement may be subject to the annual appropriation of funds to EHN by HHSC. No funds are passing through EPCDS or EPSO by the County Commissioners to EHN under this agreement. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then all parties will be entitled to immediately terminate this Agreement, without penalty or liability.

3. **Dispute Resolution.** The parties agree to use the dispute resolution process provided for in the Governmental Dispute Resolution Act, Chapter 2009 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. EPCDS must give written notice to EHN of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event giving rise to the claim. By its execution of this Agreement, EPCDS acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of EHN's or EPCDS's immunity from suit. The parties agree that this Agreement will be construed in accordance with the laws of the State of Texas and any action will be brought in a court of competent jurisdiction in El Paso County, Texas.

B. **Assignment and Subcontracting.** EHN cannot assign this Agreement, or any part of it, without the express written consent of the County. EHN may, without further consent of EPCDS, subcontract with any Prescriber, who provided services in the Detention System through another contractor immediately prior to the Effective Date. 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 will abide by the requirements under this Agreement and be duly licensed to practice in the State of Texas.

- C. **Notice.** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement will be in writing and will 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.

**El Paso County:** El Paso County Sheriff  
3850 Justice Dr.  
El Paso, Texas 79938

cc: El Paso County Administration Office  
500 E. San Antonio, Room 302A  
El Paso, Texas 79901

**EHN:** Chief Executive Officer  
Emergence Health Network  
201 East Main, Suite 600  
El Paso, Texas 79901

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

- D. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Venue will lie in El Paso County, Texas. This paragraph will 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.
- E. **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 will 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. Specifically, the Parties agree that any prior Agreements between the Parties regarding this matter are terminated as of the Effective Date of this Agreement.
- F. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof



- G. Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of the Agreement, which will remain in full force and effect and enforceable in accordance with its terms.
- H. Force Majeure.** Neither party will 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.

*Signatures on Following Page*

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

**EL PASO COUNTY**

\_\_\_\_\_  
Ricardo Samaniego  
County Judge

\_\_\_\_\_  
Date

**AGREED:**

\_\_\_\_\_  
Richard D. Wiles  
El Paso County Sheriff

\_\_\_\_\_  
Date

**EL PASO MHMR d/b/a  
EMERGENCE HEALTH NETWORK**

\_\_\_\_\_  
Kristen Daugherty  
Chief Executive Officer

\_\_\_\_\_  
Date

# **ATTACHMENT A**

## **STATEMENT OF WORK, VERSION 1**

### **I. BACKGROUND AND TARGET POPULATION**

Jail-Based Competency Restoration (JBCR or Program) programs provide competency restoration services to adults who are deemed incompetent to stand trial (IST) pursuant to Texas Code of Criminal Procedure (CCP), Chapter 46B. JBCR programs minimize the cost associated with forensic inpatient treatment in state hospitals while maximizing community access to services provided by the local mental health authorities (LMHAs) and local behavioral health authorities (LBHAs).

### **II. GRANTEE RESPONSIBILITIES**

Grantees, who are an LMHA or LBHA who have written contracts with a county jail to provide county-based jail-based competency restoration services, shall:

1. Comply with 26 Texas Administrative Code (TAC), Chapter 307, Subchapter C, relating to Jail-Based Competency Restoration Program.
2. Comply with CCP, Chapter 46B, Article 46B.091 relating to Jail-Based Competency Restoration Program implemented by County.
3. In accordance with CCP, Chapter 46B, Article 46B.091, allow System Agency to inspect the county-based JBCR Program prior to serving individuals in the JBCR Program and as further deemed appropriate by System Agency.
4. Reduce the demand for forensic state hospital bed days in the area served by the Program by reducing the number of maximum security and non-maximum security defendants in the Clearinghouse (waitlist) determined to be IST due to mental illness and/or Co-Occurring Psychiatric and Substance Use Disorders (COPSD) issues.
5. Provide prompt access to clinically appropriate JBCR services for eligible participants determined IST and not suitable for release on bail to be served in an Outpatient Competency Restoration (OCR) Program. Services shall include treatment of underlying mental illness, and the provision of education and skills training. Education and skills training shall enable Program participants to obtain a factual and rational understanding of legal proceedings and restore their ability to consult with legal counsel. Treatment shall encompass the principles of effective psychiatric rehabilitation.
6. Provide a cost-effective alternative to competency restoration in a State Mental Health Facility (SMHF).
7. Minimize or ameliorate the stress of incarceration, to the extent possible, for participants in the Program. The amelioration shall include maintenance of therapeutic environment in the evenings and on weekends, and special training for jail security staff who work in the Program.
8. Maintain good communication and collaboration and develop and maintain continuity of care coordination with the jail, LMHA, LBHA or subcontractors of the LMHA or LBHA, SMHFs, and other entities to assure proper Program operations and participant care.
9. Achieve a total rate of 55% of all Program participants restored to competency within the timeframe specified in CCP, Chapter 46B, Article 46B.073(b)(1) and (2), including any applicable extensions granted by the court. Collect data to support the effectiveness

## **ATTACHMENT A**

### **STATEMENT OF WORK, VERSION 1**

and cost savings of the Program and report such data utilizing **ATTACHMENT A-3, TARGET FORM AND EXPENDITURE REPORT**.

10. Collect data to indicate number of individuals not restored to competency and/or who were screened out of or deemed inappropriate for the Program, and report such data utilizing **ATTACHMENT A-3, TARGET FORM AND EXPENDITURE REPORT**.
11. Serve 9 participants. The following criteria for participation shall be met:
  - i. Participants shall be individuals who are determined by the court to be IST pursuant to Texas Code of Criminal Procedure, Chapter 46B.
  - ii. Participants should not be eligible for release on bail and deemed appropriate for treatment in an OCR program.
  - iii. Potential participants who are found to have an intellectual or developmental disability in the absence of any serious mental illness must be referred to the Local Intellectual and Developmental Authority (LIDDA) through the LMHA, LBHA, or subcontractors of the LMHA or LBHA to determine appropriate services for these individuals; and
  - iv. Evaluation for eligibility shall also include assessment and testing to include participant's current psychological functioning, and the likeliness to restore to competency in the foreseeable future.

### **III. POLICIES AND PROCEDURES**

In accordance with 26 TAC, Chapter 307, Subchapter C, §307.113, Grantee shall develop written policies and procedures for System Agency review and approval. Upon System Agency approval, Grantee shall implement such written policies and procedures that:

1. Describe eligibility, intake and assessment, and treatment planning , and transition and discharge processes to include coordination and continuity of care planning with an LMHA, LBHA, or LIDDA, or an LMHA, LBHA, or LIDDA subcontractor.
2. Assess participants for suicidality and homicidality and address any facility-based issues as well as address the degree of suicidality and homicidality by developing an individualized suicide and homicide prevention plan.
3. Outline the provider staff members' ability to monitor and report to the court a participant's restoration to competency status and readiness for return to court as specified in CCP, Chapter 46B, Article 46B.079.
4. Track the maximum length of stay for a participant based on criminal charges. The expiration date of the competency restoration commitment shall be forwarded to the clearinghouse waitlist via **ForensicAdmissions@hhsc.state.tx.us** if the participant is transferred to a state mental health facility.
5. Address how provider staff members ensure the ongoing care, treatment, and overall therapeutic environment during evenings and weekends including, but not limited to behavioral health crisis or physical health crisis consistent with 26 TAC, Chapter 301, Subchapter G, §301.351(relating to Crisis Services).
6. Address how a participant's competency is maintained after restoration and before adjudication or discharge to the community. If a person is awaiting transfer to a mental health facility, residential care facility, or outpatient competency restoration, and is not transferred, and if the psychiatrist or psychologist determines that the defendant has not

## **ATTACHMENT A**

### **STATEMENT OF WORK, VERSION 1**

been restored to competency by the end of the period authorized by CCP, Chapter 46B, Article 46B.091(j), the defendant will be returned to the court for further proceedings pursuant to CCP, Chapter 46B, Article 46B.091(j-1).

#### **IV. STAFFING, OPERATIONS AND OVERSIGHT REQUIREMENTS**

1. Grantee responsibilities for Staff Member Training:
  - i. Staff Member Training. Recruit, train, and maintain qualified provider staff members, with documented competency, in a manner that complies with the following:
    1. 26 TAC, Chapter 307, Subchapter C;
    2. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.327(e) concerning Access to Mental Health Community Services;
    3. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.329 concerning Medical Records System; and
    4. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.331 concerning Competency and Credentialing
  - ii. Train all staff members. Prior to providing services, all staff members shall be trained and demonstrate competence with:
    1. The requirements set forth in 25 TAC, Chapter 404, Subchapter E (relating to Rights of Persons Receiving Mental Health Services).
    2. Identification, prevention, and reporting abuse, neglect, and exploitation in accordance with the following:
      - a. Texas Commission on Jail Standards;
      - b. Texas Department of Family and Protective Services, Adult Protective Services standards;
      - c. Those standards set forth by the HHSC Office of the Ombudsman; and
      - d. Texas Human Resources Code, Chapter 48
    3. Using a protocol for preventing and managing aggressive behavior, including preventative de-escalation intervention strategies.
  - iii. Document services to Program participants. Maintain records that document Program services are delivered by staff members who act within their scope of practice and have demonstrated the following minimum knowledge, technical, and interpersonal competencies prior to providing services:
    1. Knowledge that mental health and substance use disorders are potentially recurrent relapsing disorders.
    2. Knowledge of the current Diagnostic and Statistical Manual version specified by System Agency, diagnostic criteria for psychiatric disorders and substance use disorders, and the relationship between psychiatric disorders and substance use disorders.
    3. Knowledge appropriate to their roles in the provision of effective mental health services, including counseling, psychosocial rehabilitation, and illness management and recovery for Program participants, such as Cognitive Behavioral Therapy or Dialectical Behavioral Therapy.
    4. Knowledge regarding the increased risks of self-harm, suicide, and violence in Program participants.

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### STATEMENT OF WORK, VERSION 1

5. Knowledge of the elements of an individualized treatment plan for Program participants.
6. Basic knowledge of pharmacology as it relates to Program participants; and
7. Understanding the benefit of incorporating peers as part of the Program participant's substance use and/or mental health recovery program.
- iv. Criminal History Background Checks. Conduct criminal history background checks prior to the provision of Program services that ensure staff members, officers, agents, interns, residents, or volunteers have not been convicted of or received a probated sentence or deferred adjudication for any criminal offense that would constitute a bar to employment in accordance with the Texas Health and Safety Code, Title 4, Subtitle B, Chapter 250, § 250.006.
- v. Registry Clearance. Perform a registry clearance for each staff member by conducting a review for reports of misconduct, including abuse, neglect, and exploitation, through the following:
  1. Employee Misconduct Registry maintained by System Agency in accordance with 26 TAC, Chapter 561, in its entirety; and
  2. Nurse Aide Registry maintained by System Agency in accordance with 26 TAC, Chapter 556, in its entirety.
- vi. License Verification. Conduct primary source verification for all licensed staff providing services under this Contract. Require licensed staff promptly and fully disclose any potential action that may affect his/her licensure. Conduct and document annual license reverification. All staff members who are required to be licensed must be in good standing with the State of Texas.
2. Grantee responsibilities for Program Staffing:
  - i. Program Staffing: Ensure the Program coordinator is a Licensed Practitioner of the Healing Arts (LPHA), who shall also act as a liaison between the Program and the court(s).
  - ii. Multidisciplinary Team. Ensure a multidisciplinary treatment team (Team) provides clinical treatment directed toward the specific objective of restoring the Program participants to competency to stand trial.
  - iii. LMHA, LBHA, or subcontractors of the LMHA or LBHA Responsibilities. Grantee shall:
    1. Participate in continuity of care planning for participants.
    2. Report encounters with participants in the System Agency-approved clinical records management system.
3. Grantee responsibilities for Quality Management:
  - i. Quality Management. Utilize an electronic program management application to track the following aspects of the Program:
    1. Effectiveness;
    2. Efficiency;
    3. Reduction in risk;
    4. Access to care; and
    5. Customer satisfaction.
  - ii. Committee. Establish a quality assurance/quality improvement committee to:
    1. Review outcome data.
    2. Identify and implement corrective action; and

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### STATEMENT OF WORK, VERSION 1

3. Follow-up on compliance with corrective action plans.
4. Grantee responsibilities for Admission, Treatment, and Continuity of Care
  - i. Admission Procedures.
    1. Screen individuals for appropriate JBCR services.
    2. Obtain court orders that ensure individual has been court-ordered to participate in the Program.
    3. Complete a client profile for each JBCR Program participant through System Agency's Clinical Management for Behavioral Health Services (CMBHS) System no later than 24 hours following admission to the Program per client profile.
    4. Ensure Program participant is examined by a physician for a psychiatric evaluation within 48 hours of admission.
    5. Ensure staff members initiate the intake assessment of a Program participant no later than 24 hours after such participant has been court-ordered to treatment. The intake process shall include:
      - a. An assessment of suicidality and homicidality.
      - b. An explanation of the Program participants' rights, orally and in writing as outlined in this Contract; and
      - c. Register each Program participant in Client Assignment and Registration (CARE)
  5. Grantee responsibilities for Treatment:
    - i. Verification: Ensure staff members deliver and document a minimum of one daily face-to-face service for each Program participant.
    - ii. Individualized Treatment Plan. Ensure staff members complete an individualized treatment plan with the Program participant within five (5) business days of a participant's admission. The individualized treatment plan shall include the Program participant and any family members or other members of a participant's natural support system. The individualized treatment plan shall address the following needs, as applicable:
      1. Trauma-informed care.
      2. Physical health concerns/issues.
      3. Medication and medication management.
      4. Level of family and community support.
      5. Mental health concerns or issues.
      6. Intellectual and developmental disabilities.
      7. Substance use disorder or Co-Occurring Psychiatric and Substance Use Disorders concerns or issues; and
      8. Discharge plans developed in conjunction with the Program participant, Legally Authorized Representative (LAR), and LMHA, LBHA, or MCO, as appropriate, in the event the Program participant is released to the community upon restoration.
    - iii. Legal Education. Ensure staff members use a System Agency approved competency training module to provide legal education for each Program participant. Submission of the System Agency approved competency training module is due September 1<sup>st</sup> of each state fiscal year.

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- iv. Learning Formats. Ensure each Program participant is educated in multiple learning formats including, but not limited to:
  - 1. Discussion.
  - 2. Reading; and
  - 3. Video and experiential methods such as role-playing, or mock trial.
  - 4. Program participants with accommodation needs shall receive adapted materials and approach, as need.
- v. Weekly Treatment Hours. Ensure staff members provide weekly treatment hours consistent with the treatment hours provided as part of a competency restoration program at a State Mental Health Facility (SMHF), including but not limited to, 15 hours of weekly rehabilitative services, skills training, substance use disorder treatment and counseling.
- vi. Evaluation. Confirm specific deficits identified during the competency restoration evaluation were listed individually in the individual treatment plan and targeted specifically in the Program participant's treatment.
- vii. Competency Restoration Services. Ensure staff members provide competency restoration services that deliver a full array of mental health and COPSD treatment services that were effective, responsive, individualized, culturally competent, trauma informed, and person-centered. Services shall include, but are not limited to:
  - 1. Psychiatric evaluation;
  - 2. Medications;
  - 3. Nursing services;
  - 4. General medical care;
  - 5. Psychoactive medication, including court-ordered medication;
  - 6. Rehabilitative services, including skills training or psychosocial rehabilitation;
  - 7. Peer provider services, if available,
  - 8. and, Counseling as clinically indicated for competency restoration
- viii. Case Conferences. Ensure staff members conduct treatment team staffing to reassess Program participant's progress toward restoration of competence on a weekly basis, and as needed, to allow the Team to measure the effectiveness of interventions, and to incorporate additional treatment and educational elements into the individual treatment plan.
- ix. Psychiatric Medication. When necessary, seek a court order for psychiatric medications in accordance with the Texas Health and Safety Code, Title 7, Chapter 574, §574.106, and the CCP, Chapter 46B, if the Program participant refuses to give informed consent regarding treatment with psychoactive medication.
- x. Update Court. Require staff members submit a written update to the committing court(s) of the Program participants' status. This update shall be submitted a minimum of once a month.
- xi. Treatment Compliance. Provide treatment services in accordance with all applicable federal or state laws, rules, regulations, standards and guidelines, as amended, including but not limited to, the following:
  - a) Texas Code of Criminal Procedure, Chapter 46B.
  - b) Texas Health and Safety Code, Chapter 574.
  - c) 25 TAC, Chapter 405, Subchapter K, in its entirety.
  - d) 25 TAC, Chapter 414, Subchapter I, in its entirety.



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- e) 25 TAC, Chapter 414, Subchapter K, in its entirety.
  - f) 25 TAC, Chapter 414, Subchapter L, in its entirety.
  - g) 25 TAC, Chapter 415, Subchapter A, in its entirety.
  - h) 25 TAC, Chapter 415, Subchapter F, in its entirety.
  - i) 26 TAC, Chapter 306, Subchapter A, in its entirety.
  - j) 26 TAC, Chapter 307, Subchapter C, in its entirety.
  - k) 37 TAC, Part 9, in its entirety.
  - l) Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  - m) Other applicable federal and state laws, including, but not limited to:
  - n) 42 CFR, Volume 1, Chapter 1, Subchapter A, Part 2, Subpart D, in its entirety.
  - o) 42 CFR, Volume 1, Chapter 1, Subchapter A, Part 51, Subpart D, in its entirety.
  - p) 45 CFR, Volume 1, Chapter 1, Subtitle A, Part 160, in its entirety.
  - q) 45 CFR, Volume 1, Chapter 1, Subtitle A, Part 164, in its entirety.
  - r) Texas Health and Safety Code, Chapter 81, Subchapter F.
  - s) Texas Health and Safety Code, Chapters 181, 595, and 611; and §§533.009, 533.035(a), 576.005, 576.0055, 576.007, and 614.017.
  - t) Texas Government Code, Chapter 552, in its entirety.
  - u) Texas Government Code, Chapters 552 and 559, and §531.042.
  - v) Texas Human Resources Code, Chapter 48, in its entirety.
  - w) Texas Occupations Code, Chapter 159, in its entirety; and
  - x) Texas Business and Commerce Code, Chapter 521, Subchapter B, § 521.053.
6. Grantee Responsibilities for Transition Services and Discharge Planning.
- i. Transition Services.
    - 1. Ensure staff members provide transition services that encourage timely resolution of Program participant's legal issues to minimize the length of time a participant is incarcerated. Transition services shall be delivered in a designated space that is separate from the space used for the general population of the jail if a Program participant is
      - a. Restored to competency.
      - b. Deemed not likely to restore and awaiting an inpatient forensic hospital bed; or
      - c. Deemed not likely to restore and awaiting return to the community.
  - ii. Discharge Planning. Grantee shall:
    - 1. Ensure the Program complies with the applicable federal and state laws, rules, regulations, standards, or guidelines, amended, , and this Contract.
    - 2. Ensure the psychiatrist or psychologist submits to the court(s) a complete evaluation report pursuant to CCP, Chapter 46B, Article 46B.079.
    - 3. Notify the court(s) pursuant to CCP, Chapter 46B, Article 46B.079 (Notice and report to court) and Article 46B.091(i).
    - 4. Coordinate with the court(s) and the System Agency if a Program participant has not been restored to competency by the end of the 60<sup>th</sup> day and inpatient or outpatient competency restoration services may be appropriate and available as permitted under CCP, Chapter 46B, Article 46B.091(j) and (j-1).
    - 5. Require staff members, upon admission of a Program participant, to begin discharge planning, and initiate continuity of care coordination with the LMHA, LBHA, subcontractors of the LMHA or LBHA, or SMHF, as appropriate.

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6. Require a reasonable and appropriate discharge plan be developed in accordance with 26 TAC, Part 1, Chapter 306, Subchapter D, Division 5, in its entirety. The discharge plan shall be developed in conjunction with the Program participant, the Team, the designated LMHA, LBHA, subcontractors of the LMHA or LBHA, or other provider, the LAR, the court(s), and any other person authorized by the Program participant. The Program is responsible for notifying parties involved in discharge planning of scheduled staffing and reviews. The discharge plan shall include:
  - a. A description of recommended clinical services and supports needed by the Program participant after discharge or transfer.
  - b. A description of problems identified at discharge or transfer, which may include any issues that disrupt the Program participant's stability.
  - c. The Program participant's goals, interventions, and objectives as outlined in the participant's individual treatment plan; and
  - d. A final diagnosis.
7. Ensure the final discharge plan is signed by the treating physician, Program participant, and the LAR. Copies of this plan shall be provided to the LMHA, LBHA, subcontractors of the LMHA or LBHA, or another provider, as applicable.
8. At a minimum, discharge planning shall:
  - a. Deliver counseling to prepare the Program participant, LAR, and designated advocate, if any, for care after discharge or transfer; and
  - b. Identify a community provider, and clinical services and supports, in conjunction with the Program participant, LAR and designated advocate, to determine location of referral services or supports after discharge or transfer;
  - c. Provide ten (10) days of psychoactive medication if a Program participant is being discharged to the community;
  - d. Facilitate ongoing services in the most appropriate available Level of Care prior to discharge from the Program;
  - e. Require the Program to work immediately with community partners and the Program participant to provide needed supports and access to treatment;
  - f. Identify methods to work closely with the court(s) to avoid unexpected discharge of Program participants. In the event of an unexpected discharge, ensure staff members work immediately with community partners and the Program participant to provide needed supports and access to treatment. Upon discharge or transfer of a Program participant, the participant's medical record shall identify services provided, diagnoses, medication, individual treatment plan, medication allergies, or other known precautions; and.
  - g. Ensure after a Program participant is restored to competency or deemed not likely to restore, staff members work closely with the court(s) to encourage timely resolution of the Program participant's legal issues to minimize the amount of time the Program participant is incarcerated while waiting for the case to be resolved.

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#### **V. SYSTEM AGENCY RESPONSIBILITIES**

System Agency will provide consultation to Grantee in the review, assessment and development of the JBCR Program, including by:

1. Meeting regularly (e.g., monthly or more frequently as needed) with Grantee through coordination calls to assess Grantee's technical assistance needs and to monitor status of the JBCR Program development.
2. Provide timely review and input of program goals and objectives.
3. Provide subject matter expertise and guidance on relevant data, programs, research and best practices.
4. Providing active input with information and resources that can help to support the activities of the Grantee.
5. Provide input and review of Grantee's quarterly reports.

#### **VI. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS)**

1. Grantee shall ensure that it has appropriate internet access and a reasonable number of computers of sufficient capability to use CMBHS. If Grantee purchases equipment with System Agency funds, the equipment shall be inventoried, maintained in working order, and appropriately secured.
2. Grantee shall notify System Agency immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of CMBHS data has been or may be compromised in any way. Grantee is required to update records on a daily basis to reflect any changes in CMBHS user account status.
3. Grantee shall ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee shall ensure that the electronic payment requests and reports transmitted contain true, accurate, and complete information.
4. System Agency may limit or deny Grantee access to CMBHS at any time, at its sole discretion, and Grantee shall not incur any liability for failure to meet any Contract requirements resulting from such limited or denied access.
5. Grantee shall use the following CMBHS components/functionality, in accordance with System Agency's instructions:
  - a. Staff Member;
  - b. User Profiles;
  - c. Assign Roles; and
  - d. Enrolled individuals Profile.
6. Grantee's network monitoring shall include contracting or providing troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and Internet Service Provider (ISP). Grantee is responsible for maintaining local procedures to end-users and is responsible for data backup, data restoration, and contingency planning functions for all local data. Grantee shall:
  - a. Create, delete, and modify end-user LAN-based accounts;
  - b. Change/reset user local passwords as necessary;

## **ATTACHMENT A**

### **STATEMENT OF WORK, VERSION 1**

- c. Administer security additions/changes and deletions for CMBHS;
  - d. Install, maintain, monitor, and support Grantee LANs and WANs; and
  - e. Select, purchase service from, and monitor performance of its ISP.
7. System Agency will provide support for CMBHS including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantee to access expert assistance for CMBHS related problem resolution. System Agency will provide initial CMBHS training which Grantee is required to attend. Grantee shall provide subsequent ongoing end-user training, as needed.
8. Grantee shall designate a security administrator and a back-up security administrator. The security administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current. Grantee shall develop and maintain a written security policy that ensures adequate system security and protection of confidential information to prevent unauthorized disclosure and to respond to, notify participants of, and mitigate any unauthorized use or disclosure of confidential information. Grantee shall fulfill the following requirements:
- a. Grantee shall submit a signed **ATTACHMENT A-2, SECURITY ADMINISTRATOR ATTESTATION AND AUTHORIZED USERS LIST** to provide the names of employees and contracted laborers authorized to have access to secure data. Grantee shall ensure that access to CMBHS is restricted to currently authorized users only. System Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data. Grantee shall also use **ATTACHMENT A-2, SECURITY ADMINISTRATOR ATTESTATION AND AUTHORIZED USER LIST** to provide the name, phone number, and email address of the primary and secondary security administrators no later than two weeks following the effective date of the Contract and every six (6) months thereafter. Information will be submitted via e-mail to the following e-mail address: [mhcontracts@hhsc.state.tx.us](mailto:mhcontracts@hhsc.state.tx.us), as well as to the assigned Contract Manager.
  - b. Grantee shall use **ATTACHMENT A-2, SECURITY ADMINISTRATOR ATTESTATION AND AUTHORIZED USERS LIST** to notify System Agency within ten (10) business days of any change to the designated security administrator or the back-up security administrator.

#### **VII. PERFORMANCE MEASURES:**

System Agency will monitor Grantee's performance of the requirements in **ATTACHMENT A** and compliance with the Contract's terms and conditions. The Parties agree that, upon request from System Agency, Grantee will reasonably revise any performance measure to System Agency's satisfaction and in accordance with the requirements set forth in the Contract.

The Grantee shall complete the following activities and provide documentation in the manner and timeframes specified below:

- 1. Grantee shall submit JBCR outcome measures to System Agency using **ATTACHMENT A-3, TARGET FORM AND EXPENDITURE REPORT**, as outlined in 26 TAC Chapter 307, Subchapter C, §307.129, relating to Outcome Measures and Expenditures. Submissions are due semi-

## ATTACHMENT A STATEMENT OF WORK, VERSION 1

annually, on March 31<sup>st</sup> and September 30<sup>th</sup> of each state fiscal year.

2. Grantee shall report to System Agency the use of a restraint or seclusion no later than 24 hours after the occurrence as outlined in 25 TAC Chapter 415, Subchapter F.
3. Grantee shall submit to System Agency **ATTACHMENT A-1, DEATH OF A PERSON SERVED**, no later than 24 hours after each occurrence.
4. Grantee shall notify System Agency of a Program participant deemed not likely to be restored to competency no later than the 60<sup>th</sup> day after the date the participant began to receive services in the Program.
5. Grantee shall examine a Program participant by a physician for a psychiatric evaluation no later than 48 hours following admission.
6. The provider shall collect data on the following outcomes and submit the data to System Agency utilizing **ATTACHMENT A-3, TARGET FORM AND EXPENDITURE REPORT**:
  - i. Individual outcomes:
    1. The number of individuals charged with a felony.
    2. The number of individuals charged with a misdemeanor.
    3. The average number of days for an individual charged with a felony to be restored to competency.
    4. The average number of days for an individual charged with a misdemeanor to be restored to competency.
    5. The number of individuals charged with a misdemeanor and not restored to competency for whom an extension was sought.
    6. The number of individuals restored to competency.
    7. The average length of time between determination of non-restorability and transfer to a state mental health facility or residential care facility.
    8. The percentage of individuals restored to competency in 60 days or less.
    9. The number of jail inmates found IST who were screened out of or deemed inappropriate for the Program and the reason why; and
    10. The number of individuals not restored to competency and who were transferred to a state mental health facility or residential care facility; and
  - ii. Administrative outcomes:
    1. The costs associated with operating the JBCR Program or county based JBCR Program; and
    2. The number of:
      - a. reported and confirmed cases of abuse, neglect, and exploitation.
      - b. reported and confirmed cases of violations of rights of persons receiving mental health services.
      - c. restraints and seclusions used.
      - d. emergency medications used.
      - e. serious injuries; and
      - f. deaths, in accordance with Title 25, Chapter 415, Subchapter F §415.272 (relating to Documenting, Reporting, and Analyzing Restraint or Seclusion).
7. Grantee shall serve 9 number of Program participants admitted with mental illness and/or COPSD diagnosis and submit documentation in **ATTACHMENT A-3, TARGET FORM AND EXPENDITURE REPORT**. Submissions are due semi-annually, on March 31<sup>st</sup> and September 30<sup>th</sup> of each state fiscal year.

## **ATTACHMENT A STATEMENT OF WORK, VERSION 1**

8. If data is currently collected and reported through an existing System Agency system (e.g. CMBHS), Grantee must follow all provisions outlined in **ATTACHMENT F, DATA USE AGREEMENT**. If requested by System Agency, Grantee may be required to enter data into a System Agency reporting system.
9. Grantee shall submit **ATTACHMENT A-2, SECURITY ADMINISTRATOR ATTESTATION & AUTHORIZED USERS LIST**, no later than March 31<sup>st</sup> and September 30<sup>th</sup> of each state fiscal year.
10. Grantee shall report in CMBHS the rate of all JBCR Program participants restored to competency no later than March 31<sup>st</sup> of each state fiscal year for September-February data and September 30<sup>th</sup> of each state fiscal year for March-August data.
11. Grantee shall submit to System Agency a detailed strategy plan for monitoring and auditing the number of hours worked by Grantee and subgrantees, no later than 60 calendar days after the effective date of this contract.
12. Grantee shall submit a copy of all written policies and procedures required in this Contract to System Agency for review and approval. Submission is due September 1<sup>st</sup> of each state fiscal year.
13. Notwithstanding data reported in CMBHS, all other required reports, documentation, and other information, including any pertaining to performance measures, shall be submitted electronically to **MHContracts@hhsc.state.tx.us**, as well as to the assigned System Agency Contract Manager and the System Agency Program Contact.

If System Agency determines Grantee needs to submit deliverables by mail or fax, Grantee shall send the required information to one of the following addresses:

### **U.S. Postal Mail**

Health and Human Services Commission  
Mental Health Contracts Management Unit (Mail Code 2058)  
P. O. Box 13247  
Austin, TX 78711-3247

### **Overnight Mail**

Health and Human Services Commission  
Mental Health Contracts Management Unit (Mail Code 2058)  
909 West 45<sup>th</sup> Street, Bldg. 552  
Austin, TX 78751

## **VIII. INVOICE AND PAYMENT:**

1. System Agency will reimburse Grantee actual, allocable, and eligible costs incurred to complete activities outlined in this Statement of Work. Reimbursement is subject to funding limitations found in 45 CFR Part 96.
2. Grantee shall request monthly reimbursement, solely for Contract activities on or before the 15th day of the month after the month of service (e.g., September submission due October 15th) using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at <https://hhs.texas.gov/laws-regulations/forms/4000->

## ATTACHMENT A STATEMENT OF WORK, VERSION 1

[4999/form-4116-state-texas-purchase-voucher](#).

3. All invoice requests not received based on the schedule noted above in Section VIII.2, are considered late and will require justification from the Grantee for the late submission.
4. Grantee's monthly State of Texas Purchase Voucher Form 4116 must include:
  - i. Name, address, and telephone number of Grantee;
  - ii. HHSC contract number or purchase order number;
  - iii. Identification of services provided;
  - iv. Dates on which services were provided;
  - v. The total amount of the reimbursement request; and
  - vi. Supporting documentation, which includes:
    1. A copy of Grantee's General Ledger proving expenditure of funds by cost category; and
    2. Any other documentation required by this Contract or otherwise requested by System Agency.
5. Grantee must submit monthly reimbursement requests to [HHSC AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), and copy [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us) and System Agency's designated Contract manager. System Agency recommends using the following naming convention on the subject line of all monthly reimbursement requests: *"Invoice Submission: Central Texas MHMR d/b/a Center for Life Resources, HHS001375500001, [Invoice Number], [Invoice Amount], [Service Month]."*
6. All Contract costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Contract.

## Attachment B: JBCR Performance Measures

### 1. Individual outcomes:

- a) The number of individuals charged with a felony.
- b) The number of individuals charged with a misdemeanor.
- c) The average number of days for an individual charged with a felony to be restored to competency.
- d) The average number of days for an individual charged with a misdemeanor to be restored to competency.
- e) The number of individuals charged with a misdemeanor and not restored to competency for whom an extension was sought.
- f) The number of individuals restored to competency.
- g) The average length of time between determination of non-restorability and transfer to a state mental health facility or residential care facility.
- h) The percentage of individuals restored to competency in 60 days or less.
- i) The number of jail inmates found IST who were screened out of or deemed inappropriate for the Program and the reason why; and
- j) The number of individuals not restored to competency and who were transferred to a state mental health facility or residential care facility; and

### 2. The number of:

- a) reported and confirmed cases of abuse, neglect, and exploitation.
- b) reported and confirmed cases of violations of rights of persons receiving mental health services.
- c) restraints and seclusions used.
- d) emergency medications used.
- e) serious injuries; and
- f) deaths, in accordance with Title 25, Chapter 415, Subchapter F §415.272 (relating to Documenting, Reporting, and Analyzing Restraint or Seclusion).





# COMMISSIONERS COURT CONTRACT FORM

## CONTRACT SUMMARY

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Approve and authorize the County Judge to sign the Interlocal Agreement between the El Paso County and MHMR d/b/a Emergence Health Network (EHN) for the provision and administration of Jail-Based Competency Restoration (JBCR or Program) which provide competency restoration services to adults who are deemed incompetent to stand trial. (Contract 2024-0786).

Sheriff Richard D. Wiles, El Paso County Sheriff's Office (915) 538-2234

### ADDITIONAL BACKGROUND:

EHN will provide jail-based competency restoration services that are compliant with State and Federal Jail standards to adults who are deemed incompetent to stand trial pursuant to Texas Code of Criminal Procedure Chapter 46B in order to maintain minimum state jail standards. As well as providing Crisis Intervention Services to reduce symptoms of severe and persistent mental illness or serious emotional disturbance. The El Paso County Detention System (EPCDS) will be responsible for coordinating and conducting training of EHN staff and/or personnel. EPCSO's sole responsibility is to provide security and transportation of inmates needing medical treatment within the County Detention System.

### FISCAL IMPACT:

N/A

### PRIOR COURT ACTION:

N/A

### RECOMMENDATION:

Approve and authorize the County Judge to sign the Interlocal Agreement between the El Paso County and MHMR d/b/a Emergence Health Network (EHN) for the provision and administration of Jail-Based Competency Restoration (JBCR or Program) which provide competency restoration services to adults who are deemed incompetent to stand trial. (Contract 2024-0786).

## BASIC CONTRACT DETAILS

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CONTRACT NO.: 2024-0786

CONTRACT TITLE: EHN / Inmate Mental Health Services / Jail Based Competency Restoration(JBCR) / ILA

SECOND PARTY: Emergence Health Network-El Paso Center for Mental Health/Intellectual Disabilities [EHN]

CONTRACT TYPE: Services

## TERM AND BUDGET DETAILS

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TERM: Other - See Dates/Notes

EXTENSION OPTIONS: Two 1 Year Options

EFFECTIVE DATE: 7/1/2024

MOD EFFECTIVE DATE (If Applicable):

EXPIRATION DATE: 09/30/2024

MOD EXPIRATION DATE (If Applicable):

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: 0.00

MOD AMOUNT (If Applicable):

## APPROVALS

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### COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Carlos Madrid

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: 9/17/2024

### DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specification, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE:

DEPARTMENT CONTACT: Justine Sanchez

DEPARTMENT: Sheriff

DATE:

