

STATE OF TEXAS)
) INTERLOCAL AGREEMENT
COUNTY OF EL PASO)

This agreement is entered into on the _____ day of _____, 2009, by and between El Paso County on behalf of the Juvenile Probation Department, hereinafter called “**JPD**”, and **EL PASO COUNTY HOSPITAL DISTRICT d/b/a University Medical Center of El Paso**, Outreach Screening, Assessment and Referral Program, hereinafter called “**OSAR**”, to carry out the objectives of the Robert Wood Johnson Foundation “Reclaiming Futures” Initiative. This Agreement supersedes the Interlocal Agreement entered into by the parties on January 21, 2009.

WITNESSETH:

WHEREAS, the Texas Government Code, Chapter 791, authorizes local governments and political subdivisions of the state, in order to increase efficiency and effectiveness, to contract among each other for governmental functions and services, including all or part of a function in the area of public health and welfare.

WHEREAS, JPD desires to use OSAR resources to assist in screenings, assessments, and referrals, to juvenile offenders caught in the cycle of drugs, alcohol, and juvenile delinquency; and

WHEREAS, EL PASO COUNTY and EL PASO COUNTY HOSPITAL DISTRICT d/b/a University Medical Center of El Paso, are local governments as defined in Texas Government Code, Section 791.003(4), which may contract with each other to provide a governmental service or function that each is authorized to perform individually.

WHEREAS, each party paying for the performance of said functions of government shall make these payments from current resources available to the paying party; and

WHEREAS, it is the intent of the parties in entering into this agreement to ensure that the services covered by this agreement shall be performed and rendered in a component, efficient, and satisfactory manner.

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises, herein contained which fairly compensate the performing party, it is mutually agreed as follows:

A. DUTIES OF JPD

Initial Screening: The El Paso County Juvenile Probation Department (JPD) shall use a standard, evidence-based screening instrument to initially screen youths for alcohol and substance abuse.

1. Time of Screening
 - (a) For those juveniles who are referred (in-custody) to JPD by law enforcement officials for alleged delinquent conduct, the screening instrument shall be administered by JPD officials within forty-eight (48) hours from the time a juvenile is admitted into Detention.
 - (b) For those juveniles whose cases (paper referral) are referred to JPD by law enforcement officials for alleged delinquent conduct, the screening instrument shall be administered no later than fourteen (14) calendar days from the first face-to-face contact between the juvenile and a juvenile probation officer.
2. Initial Evaluation
 - (a) Based on the screening instrument's scoring index, juveniles whose scores indicate a moderate to high risk of alcohol or substance abuse shall be referred to a licensed counselor for additional screening and assessment.
3. Service Initiation
 - (a) JPD will conduct additional screening and assessment on all adjudicated youths whose screening score indicate a moderate to high probability of alcohol/chemical use or abuse, using the Texas Department of State Health Services (DSHS) electronic screening and assessment instrument.
 - (b) JPD will be responsible for the case management and treatment of adjudicated youths within the jurisdiction of the Juvenile Probation Department and will monitor initiation, engagement, and service completion.
 - (c) JPD will gather data elements, as needed, for local and grant reporting purposes through the use of the DSHS electronic screening and assessment instrument in an effort to measure program performance.
4. DSHS Screening/Assessment Instrument
 - (a) JPD shall maintain a documented record of service delivery, progress notes, and all other relevant information about case management and treatment of youths via the DSHS electronic screening and assessment instrument.
 - (b) JPD shall comply with DSHS standards and requirements in client privacy and confidentiality, DSHS system security, and system functions.
5. Referral to OSAR
 - (a) JPD shall refer to OSAR those youths who meet criteria for further screening and assessment as indicated during initial screening and whose cases will not be pursued within the juvenile justice system or whose cases are diverted from the juvenile justice system by one or more of JPD's diversionary programs.

- (b) JPD shall complete the El Paso County Juvenile Probation Department Screening/Assessment Referral Form, obtain necessary signatures, and fax the form to the OSAR office.

6. Quality Management

- (a) JPD will adhere to all DSHS Substance Abuse rules as indicated for the official use of the DSHS electronic screening and assessment instrument, as well as all confidentiality rules pertaining thereto.
- (b) JPD will be subject to regular Desk Audits which are conducted by DSHS Quality Management.
- (c) In the event of an on site audit, JPD will cooperate fully as requested by DSHS Quality Management.

B. JOINT DUTIES OF JPD AND OSAR:

1. Service Coordination:

Service Plans for juvenile substance abuse problems are designed and coordinated as a system of care, using community treatment teams that are family driven, span agency boundaries, and draw upon community-based resources. The service coordinator role is sanctioned and supported by each agency partner and by all service providers involved in the juvenile's care.

To these ends, each party to this Agreement shall appoint a person to serve as the official contact and coordinate the activities of each party in meeting the scope of this Agreement. Consequently, the coordinators of each party to this Agreement are as follows:

Paula Wharton, Project Director
Reclaiming Futures Initiative
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, TX 79905
(915) 849-2500

Marguerite Rivera Houze
Executive Director, Program and Development
Trauma Department
University Medical Center of El Paso OSAR
5959 Gateway West Boulevard, Suite 520
El Paso, TX 79925
(915) 521-7818

2. Participating members of each party to this Agreement shall also:
 - Participate in regularly scheduled meetings
 - Attend trainings, as scheduled
 - Participate in Fellowship activities to include monthly telephone calls, conference calls and webinars
 - Attend their respective Fellowship meeting of which expenses for travel will be paid by Robert Wood Johnson Foundation Reclaiming Futures Initiative
 - Attend the annual All Fellows Fellowship meeting of which expenses for travel will be paid by Robert Wood Johnson Foundation Reclaiming Futures Initiative

C. DUTIES OF OSAR:

1. Service Initiation

- (a) The first contact with OSAR shall be within 14 days of the JPD referral. OSAR Licensed Chemical Dependency Counselors (LCDCs) will screen and, if appropriate, will assess youths referred from JPD for services using the DSHS electronic screening and assessment instrument.
- (b) OSAR shall administer the screening and assessment instrument via the utilization of the DSHS electronic screening and assessment instrument on all youths referred from JPD.
- (c) Upon receipt of a referral from JPD, OSAR will attempt to contact the family and schedule a screening appointment within 24 hours of receiving the referral form, with the exception of weekends and holidays, whereby contact shall be made the business day following receipt of the referral.
- (d) OSAR will contact the family within 24-48 hours prior to the scheduled appointments as a reminder about the appointment and to improve participation rates.
- (e) OSAR will be responsible for linking referred youth via their network of providers, assist in coordinating services within the community and monitor initiation, engagement, and service completion.
- (f) OSAR will gather data elements, as needed, for local and grant reporting purposes and to measure program performance through the use of the DSHS electronic screening and assessment instrument.

2. Service Engagement

Service Engagement has been defined as three (3) successful contacts within thirty (30) days of a youth's full assessment by the Robert Wood Johnson Foundation-Model Policies for Juvenile Justice and Substance Abuse Treatment: A Report by Reclaiming Futures.

- (a) OSAR shall refer youths to appropriate services within limitations of service availability and the youth's eligibility and/or ability to pay for services.

- (b) OSAR shall recommend to providers that youths receive at least three service contacts within thirty (30) days of a youth's full assessment.
- (c) OSAR shall monitor whether youth attended or participated in recommended services and report results of each engagement to JPD within seven (7) days, provided that the youth and parent/guardian have agreed to disclosure and signed consents are on file.

3. Service Completion

Any attempt to address adolescent substance abuse problems will be less effective if youth and families fail to persevere with the intervention. One of the principal goals of the Reclaiming Futures model is to implement performance management practices that allow communities to connect youth with appropriate resources and to monitor their interactions through to completion.

- (a) OSAR shall be responsible for linking referred youth via their network of providers and will assist in coordinating services within the community, within limitations of service availability and funding and/or eligibility constraints.
- (b) OSAR shall monitor initiation, engagement, and service completion.
- (c) OSAR shall, as appropriate, complete a service plan with the gradual withdrawal of agency-based services.
- (d) OSAR shall gather data elements, as needed, for local and grant reporting purposes and to measure program performance through the use of the DSHS system. OSAR shall assure the compliance with The Reclaiming Futures Logic Model (**Exhibit A**).

4. DSHS screening and assessment instrument

- (a) OSAR shall maintain oversight of the electronic screening and assessment instrument, including maintenance of client privacy and confidentiality, and system security.
- (b) OSAR shall provide training on the DSHS electronic screening and assessment instrument and provide ongoing guidance on proper documentation and functions as per Texas Department of State Health Services (DSHS) requirements.

D. TERMS AND CONDITIONS

1. Term

This agreement shall be effective upon its execution and shall continue until January 31, 2010, and shall renew automatically thereafter on a year-to-year basis, for no more than two years, and remain in effect subject to the Termination clause below.

2. Termination

OSAR may terminate this agreement without cause by giving thirty (30) days written notice to terminate. JPD may terminate this agreement without cause by giving thirty (30) days written notice to terminate. JPD may terminate this agreement without notice immediately in the event OSAR fails to comply with any provision of this agreement. OSAR may terminate this agreement without notice immediately in the event JPD fails to comply with any provision of this agreement. OSAR shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall be Mailed To JPD:

Roger Martinez, Chief Juvenile Probation Officer
El Paso County
Juvenile Probation Department
6400 Delta Drive
El Paso, TX 79905-5408

To University Medical Center of El Paso:

James N. Valenti
President and C.E.O.
El Paso County Hospital District
d/b/a University Medical Center of El Paso
4815 Alameda Avenue
El Paso, TX 79905

E. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as creating the relationship of employer and employee between JPD and the OSAR. The OSAR shall be deemed at all times to be an independent contractor.

F. ASSIGNMENT

Neither party of this agreement shall sell, assign, transfer or convey this agreement, in whole in part, without the prior written consent of the other party.

G. VENUE

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

H. AGREEMENT

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

I. ENFORCEMENT

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

J. GOVERNMENTAL FUNCTION

The parties expressly agree that, in all things relating to this Agreement, the parties are performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the OSAR or County of El Paso or JPD, which in any way pertains to or arises out of this Agreement falls within the definition of a governmental function.

K. CONFIDENTIALITY OF RECORDS

Records and information relating to probationers may be shared between the entities, as permitted by law, when the sharing of records and information may serve the purposes of this agreement. The entities expressly acknowledge and agree that each entity retains ownership of its records and information and that records and information shared between and among the entities in connection with this agreement, shall remain confidential and shall not be made public or otherwise disseminated without the consent of the entity that owns the documents or information. Parties acknowledge that the services provided under this 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, and regulations there under as may be amended from time to time ("HIPAA") and rules and regulations adopted by the Texas Department of State Health Services, which are related to substance abuse services and published in Title 25 of the Texas Administrative Code.

The parties will at all times comply, and require that any subcontractors comply, with the applicable provisions of such laws, regulations and policies.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

The County of El Paso:

Hon. Anthony Cobos
El Paso County Judge

Date

ATTEST:

Delia Briones
County Clerk

Date

APPROVED AS TO FORM:

Kitty Schild
Assistant County Attorney

Constance Crawford
Assistant County Attorney

Date

Date

APPROVED AS TO CONTENT:

**El Paso County
Juvenile Probation Department**

**El Paso County Hospital District
d/b/a University Medical Center of El Paso**

Roger Martinez, Chief
Juvenile Probation Officer

James N. Valenti
President and Chief Executive Officer

Date

Date

**(Signer must have legal authority to
bind company)**

EL PASO COUNTY LEGAL REVIEW FORM

KK-09-319

Contract Description: JPD/ EL PASO COUNTY HOSPITAL
DISTRICT d/b/a University Medical Center of El Paso/ Outreach
Screening, Assessment and Referral Program

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

 X Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted
Below*
 Not Approved

- *1) This 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.

KITTY SCHILD
Assistant County Attorney
Date: 08-25-09

