

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

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 R.E. Thomason Hospital**, Outreach Screening, Assessment and Referral Program, hereinafter called “OSAR”, to carry out the objectives of the Robert Wood Johnson Foundation “Reclaiming Futures” Initiative.

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 have the OSAR provide services, i.e., Behavioral Health Integrated Provider System (BHIPS) 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 R.E. Thomason Hospital, 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 the Texas Juvenile Probation Commission (TJPC) Standard Screening Tool, which is the Massachusetts Youth Screening Instrument Version 2 (MAYSI-2).

1. Time of MAYSI-2 Screening

- (a) For those juveniles who are referred (in-custody) to JPD by law enforcement officials for alleged delinquent conduct, the MAYSI-2 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 MAYSI-2 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 MAYSI-2 Evaluation

- (a) The MAYSI-2 is a paper-and-pencil self-report inventory of 52 questions designed to assist juvenile justice facilities in identifying youths 12 to 17 years old who may have special mental health needs. Youths circle YES or NO concerning whether each item has been true for them “within the past few months.” Youths read the items themselves (5th grade reading level) and circle the answer.

Administration takes about 10 to 15 minutes and scoring requires approximately 3 minutes. The MAYSI-2 is available in both English and Spanish as well as in software form. The MAYSI-2 also screens for alcohol and drug use.

- (b) The Alcohol/Drug Use (A/D) scale is intended to identify youths who are using alcohol or drugs to a significant degree, and who are therefore at risk of substance dependence and/or abuse. The scale has eight (8) items. Five of the items are concerned with various negative consequences of substance abuse, and the remaining three address characteristics of substance use that are thought to represent factors for abuse.
- (c) Juveniles scoring 40 or higher on the A/D scale shall be referred to OSAR for alcohol/drug use screening and assessment.

3. Service Initiation

- (a) JPD will administer the screening and assessment tool via the utilization of BHIPS on all adjudicated youths who have a score on the MAYSI-2 indicating a high probability of alcohol/chemical use or abuse.
- (b) JPD will be responsible for the case management and treatment of youths within the jurisdiction of the Juvenile Probation Department and will monitor initiation, engagement, and service completion.
- (c) JPD will gather data elements as identified in the future for local and grant reporting purposes through the use of BHIPS in an effort to measure program performance.

4. BHIPS
 - (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 BHIPS.
 - (b) JPD shall comply with DSHS standards and requirements in client privacy and confidentiality, BHIPS system security, and BHIPS functions.
5. Referral to OSAR
 - (a) JPD shall refer to OSAR those youths who meet criteria for further screening and assessment as per MAYSI-2 scores and whose cases will not be pursued within the juvenile justice system.
 - (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 BHIPS, as well as all confidentiality rules pertaining.
 - (b) JPD will be subject to the 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
R.E. Thomason Hospital OSAR
5959 Gateway West Boulevard, Suite 520
El Paso, TX 79925

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

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 Behavioral Health Integrated Provider System, or BHIPS, an Internet-based computer system for behavioral health providers that supports a comprehensive service delivery system.

- (a) OSAR will administer the screening and assessment tool via the utilization of BHIPS on all youths referred from JPD.
- (b) 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.
- (c) OSAR will contact the family within 24-48 hours prior to the scheduled appointments as a reminder. This will assist with increasing the compliancy rate amongst the referred population.
- (d) OSAR will be responsible for linking referred youth via their network of providers and will assist in coordinating services within the community and monitor initiation, engagement, and service completion.
- (e) OSAR will gather data elements as identified in the future for local and grant reporting purposes through the use of BHIPS in an effort to measure program performance.

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 identified in the future for local and grant reporting purposes through the use of BHIPS in an effort to measure program performance.
- (e) OSAR shall assure the compliance with The Reclaiming Futures Logic Model (**Exhibit A**).

4. BHIPS

- (a) OSAR shall maintain oversight of JPD's use of BHIPS, including maintenance of client privacy and confidentiality, and system security.
- (b) OSAR shall provide training on BHIPS 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:

Alberto Alvarez, Jr., Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, TX 79905-5408

To Thomason Hospital:

James N. Valenti
President and C.E.O.
El Paso County Hospital District
d/b/a R.E. Thomason General Hospital
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:

County Clerk

**El Paso County Hospital District
d/b/a R.E. Thomason General Hospital**

APPROVED AS TO FORM:

James N. Valenti
President and Chief Executive Officer

Assistant County Attorney

Date

(Signer must have legal authority to bind
company)

APPROVED AS TO CONTENT:

Alberto Alvarez Jr., Chief
Juvenile Probation Officer

Date

COUNTY LEGAL REVIEW FORM

KK-09-029

Contract Description: Interlocal Agreement between El Paso County on behalf of Juvenile Probation Department "JPD", and El Paso County Hospital District d/b/a R.E. Thomason Hospital, Outreach Screening, Assessment and Referral Program "OSAR", to carry out the objectives of the Robert Wood Johnson Foundation "Reclaiming Futures" Initiative.

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted 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

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.

Christina Sanchez
Assistant County Attorney

The Reclaiming Futures Model

www.reclaimingfutures.org



RECLAIMING FUTURES

Communities Reclaim Teams
Overcome Drugs, Alcohol and Crime

Youth referred to the
juvenile justice system
for law violations

Youth eligible for
treatment or supervision
in the community

COORDINATED INDIVIDUALIZED RESPONSE

COMMUNITY-DIRECTED ENGAGEMENT

1 Initial Screening

If possible substance abuse is indicated, refer for Initial Assessment.

As soon as possible after being referred to the juvenile justice system, youth should be screened for possible substance abuse problems using a reputable screening tool.

2 Initial Assessment

If substance abuse is indicated, refer for Service Coordination.

Youth with possible substance abuse problems should be assessed using a reputable tool to measure their use of alcohol and other drugs (AOD), individual and family risks, needs, and strengths. The primary purpose of an initial assessment is to measure the severity of AOD problems. A second purpose is to shape an informed service plan.

3 Service Coordination

Intervention plans should be designed and coordinated by community teams that are family driven, span agency boundaries, and draw upon community-based resources. Intervention should include whatever mix of services is appropriate for each youth, perhaps including AOD treatment, educational and preventive services, involvement in pro-social activities, and the assistance of "natural helpers" known to the youth and his or her family.

4 Initiation

Service initiation is a critical moment in intervention. Consistent with the treatment standards of the Washington Circle Group (www.washingtoncircle.org), initiation is defined as at least one service contact within 14 days of a full assessment. Initiation can be measured for the entire intervention plan or for each component of the plan. Service initiation should be monitored whether or not the intervention plan includes formal AOD treatment.

5 Engagement

Youth and families must be effectively engaged in services. Engagement is defined as three successful service contacts within 30 days of a youth's full assessment. Engagement can be measured for each service component or for all elements of the service plan taken as a whole. Engagement should be monitored whether or not the intervention plan includes formal AOD treatment.

6 Completion

Community coordination teams should specify how much of each service plan must be completed in order for the plan as a whole to be considered complete. As appropriate, completion of the service plan should involve the gradual withdrawal of agency-based services and the engagement of youth and families in community resources and "natural helping" relationships.

If no substance abuse is indicated, resume traditional juvenile justice process

Process Measures

Outcome Measures

Of all youth identified with AOD problems at screening, how many get full assessments?

Of all youth identified with AOD problems at screening who do NOT get full assessments, how many are successful for at least one year?*

Of all youth identified with AOD problems at assessment, how many agree to complete an appropriate service plan?

Of all youth who agree to a service plan but FAIL to initiate services as designed, how many are successful for at least one year?*

Of all youth who agree to complete an appropriate service plan, how many initiate services as designed?

Of all youth who agree to a service plan but FAIL to initiate services as designed, how many are successful for at least one year?*

Of all youth who initiate a service plan, how many become fully engaged in services?

Of all youth who initiate a service plan but FAIL to become fully engaged, how many are successful for at least one year?*

Of all youth engaged in services, how many complete the service plan as designed?

Of all youth engaged in services who FAIL to complete the service plan, how many are successful for at least one year?*

Of all youth who complete the service plan, how many are successful for at least one year?*