

## RESOLUTION

**WHEREAS**, El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center is established under the Texas Health and Safety Code; and

**WHEREAS**, on or about December 10, 2018, the City of El Paso ("City") and EHN had entered into an Interlocal Agreement ("Original Agreement") to establish and operate a Crisis Intervention Team ("CIT"); and


**WHEREAS**, on November 30, 2022, the Original Agreement between the City and EHN expired and the Parties continued to operate the CIT while negotiating the terms of this Interlocal Agreement ("Agreement").

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That City Council ratify the operational costs of CIT for the months of December 2022, January 2023, and February 2023 as enumerated in the Agreement.
2. That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network for the purpose of continuing to operate a Crisis Intervention Team ("CIT") in the City of El Paso.

**APPROVED** this 7th of February, 2023.

**THE CITY OF EL PASO**

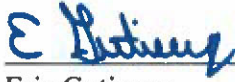
  
\_\_\_\_\_  
Oscar Lessor  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
Laura D. Prine  
City Clerk

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



Eric Gutierrez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



Assistant Chief Peter Pacillas  
El Paso Police Department

## **INTERLOCAL AGREEMENT BETWEEN THE CITY OF EL PASO AND EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR THE OPERATION OF A CRISIS INTERVENTION TEAM**

This Agreement ("Agreement") is made and entered into by and between the City of El Paso ("City"), a home-rule municipality created pursuant to the laws of Texas, acting through its City Council, and El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code, all of which are referred to collectively as the ("Parties") for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso. This Agreement is authorized pursuant to Texas Government Code Chapter 791.001, et seq., the Interlocal Cooperation Act.

Upon execution of this Agreement, any prior agreement or memorandum of understanding between City and EHN related to the implementation of a CIT Program shall be subsumed into this Agreement and no longer be of any force or effect.

### **RECITALS:**

**WHEREAS**, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code, which permits agreements (interlocal agreement) between local governments for the purchase of goods and services, and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

**WHEREAS**, EHN and the City desire to explore options for providing safer and more effective responses to dynamic citizen encounter incidents involving persons in suspected mental health crisis, and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

**WHEREAS**, the Parties agree that the CIT model is an effective method in responding to situations involving persons in suspected mental health crisis, and persons with a diagnosed or suspected mental illness and/or intellectual disability; and

**WHEREAS**, the Parties desire to enter into this Agreement to implement the CIT model and increase the number of persons diverted from incarceration when allowed by statutes.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereto do mutually agree as follows:

### **A. TERM AND TERMINATION**

This Agreement becomes effective upon approval and execution by all Parties to this Agreement ("Effective Date"), and terminates on November 30, 2024, unless extended by written agreement, or when otherwise terminated as provided under this Agreement. This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party ninety (90) days before the effective date of

termination.

Payment under this agreement beyond the end of the current fiscal year is subject to availability of appropriated funds. Funding will be reviewed and approved by standard City and/or El Paso Police Department ("EPPD") processes on an annual basis. If funds are not appropriated, this agreement shall be terminated immediately. The City will be responsible for payment of all monies due up through, and including, the date of such termination or reduction. Renewal of this agreement beyond the stated termination date is subject to the availability of appropriated funds.

## **B. PURPOSE OF AGREEMENT**

This Agreement establishes the procedures and responsibilities of the Parties in deploying CIT as a pre-arrest diversionary program that emphasizes the appropriate diversion of individuals out of the criminal justice system and local medical emergency departments, and the reduction of excessive use of force by police officers through enhanced training by local law enforcement and access to critical mental health professionals and resources within the criminal justice system. CIT will assist persons in mental health crisis, diagnosed or suspected mental illness, intellectual disability, and/or substance use in the City of El Paso, providing the necessary transportation, equipment, and supplies for joint operation of the teams and sharing of information.

## **C. NAME OF JOINT OPERATION**

The name of the joint operation is the "City of El Paso Crisis Intervention Team" which is a program set up to provide services to persons in suspected mental health crisis, and persons with a diagnosis or suspected mental illness and/or intellectual disability.

## **D. ASSIGNMENT OF PERSONNEL BY EPPD**

The Chief of Police will select and assign no less than five (5) police supervisors and nineteen (19) officers to the CIT division. The EPPD officers will be partnered with EHN mental health professionals, and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or otherwise, because of a diagnosed or suspected mental illness and/or intellectual disability.

### EPPD Personnel shall:

1. Assist with and/ or respond to any patrol request involving a call concerning individuals who may have mental health issues;
2. Assist EHN case workers with individuals with mental illness and to respond to mental health crisis calls from the community;
3. At least annually, coordinate and/or conduct/participate in training for EPPD and EHN personnel related to mental health. The training must address at minimum the following components:
  - a. Recognize signs and symptoms of mental illness, substance abuse, and co-occurring mental illness;
  - b. Crisis intervention and de-escalation.
4. Act as a central source of information on mental health through the EPPD's Record

- Management System (RMS);
5. Provide handheld radios that utilize EPPD channels to EHN personnel to utilize during their shifts;
  6. Act as a community liaison between other law enforcement agencies and EHN;
  7. Transport consumers meeting Emergency Detention Orders (EDO) requirements to a facility deemed appropriate by EHN (Local Mental Health Authority);
  8. Certify EPPD officers, as required by Texas Commission on Law Enforcement (TCOLE) for Mental Health Officer certification;
  9. Create the CIT work schedule for all EHN personnel, including EHN supervisors to ensure accurate and efficient schedule keeping and accountability;
  10. Provide EPPD data upon EHN request relevant to CIT operations and encounters for planning, analysis, and general community reports including the quarterly report outlined under Section X-3.

#### **E. ASSIGNMENT OF PERSONNEL BY EHN**

EHN shall assign no less than one (1) Director, two (2) program managers, two (2) licensed therapists and seventeen (17) CIT specialists to be partnered with an EPPD officer within the CIT division. CIT units shall provide services in the City of El Paso. EHN clinicians shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate, and provided by EPPD. EHN will be responsible for the reasonable cost of the background investigation.

##### EHN personnel shall:

1. Subject to Article H of this Interlocal Agreement (Confidentiality and Sharing of Information), EHN CIT personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, internal EPPD boards, hearings, and testify in criminal, civil, and internal EPPD proceedings;
2. Assist EPPD officers in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community;
3. Twice annually, coordinate and/or conduct training for EPPD officers related to mental health. The training must at minimum address the following components:
  - a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness;
  - b. Crisis intervention and de-escalation; and
  - c. Provide EPPD officers training on the current alternatives between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses;
4. Act as a central source of information on mental health incident reports (other than ILEADS reports);
5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers;
6. Provide any leave, training, or any CIT schedule changes to EPPD with as much advanced notice as reasonably possible. Consistent with EPPD policy, EHN personnel

- are expected to provide at least one week's notice for vacation leave, and at least one hour's notice for sick leave;
7. When an EHN mental health clinician is absent from an assignment, regardless of the reason for the absence, EHN will use best efforts to assign another fully-certified with all training requirements and observation hours met, mental health clinician to fulfill the duties of the absent mental health clinician to ensure full staffing of CIT and sufficient amount of units in the field at all times. EHN agrees to not bill or to discount from monthly billing any EHN FTE position that is not filled by a full time employee for the monthly billing period. This may entail substitution of an EHN CIT clinician from another CIT program, or it may result in overtime for City CIT clinicians. EHN will cover background check costs for employees being substituted from other teams that have not had a City background check;
  8. EHN agrees to ensure that their first line supervisors, including Program Managers and CIT Lead Therapists, will be present during their work assignments at PD facilities, EHN clinical offices, or training locations as necessary and appropriate to their duties, to maintain all administrative oversight and clinical autonomy for EHN personnel;
  9. Upon written agreement by the Parties, fulfill any additional responsibilities related to implementation of the Program;
  10. Provide EPPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness;
  11. Enhance communication and coordination between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses;
  12. Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc.;
  13. Assist with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care;
  14. Provide encounter data and analysis outcomes to influence and integrate into strategic planning for field operations, and for quarterly report completion for the variables outlined under section X-3;
  15. As subject matter experts, serve as the lead in the development of presentations, workshops, and or seminars as it relates to mental health, clinical crisis interventions and approaches, crisis-de-escalation, and crisis stabilization for external conferences and community outreach. EHN agrees to not use EPPD name, logo, or any representations during the above-referenced events without prior approval from EPPD leadership;
  16. Ensure that there is a clinical administrator assigned to every shift for clinical staffing and disposition approval;
  17. Submit to EPPD community welfare checks and follow ups for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority, if screened and determined to be appropriate by EPPD CIT Supervisors.

## **F. COST SHARE & PAYMENT**

1. **PERSONNEL.** Subject to the provisions set forth in this Article F, the City of El Paso

and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policy.

- a. The City will fund from the City of El Paso General Fund Police Personnel.
- b. The City of El Paso will reimburse to EHN the cost of EHN CIT personnel assigned full-time to the CIT division as specified in Appendix A of this Agreement.
- c. Sustainable Funding. The Parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

2. Payment for Personnel.

- a. The City of El Paso will reimburse to EHN the cost of funding EHN personnel, as specified in Appendix A of this Agreement, subject to the not-to-exceed amount of one million, seven hundred and seventeen thousand, six hundred and forty-one dollars and 87/100 dollars (\$1,717,641.87).
- b. With regard to reimbursement for EHN personnel, EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such invoice will be delivered to the City in a format that contains all items required by the City of El Paso, as set forth in Appendix B. The City will remit payment to EHN within thirty (30) days of receiving accurate monthly invoice.
- c. The City agrees to make funding for CIT a part of the City's annual budget process and agenda. The amounts for ongoing funding under this Section F(2)(c), shall be by Amendment to this Agreement executed by EHN, EPPD, and the City.
- d. City agrees to reimburse overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties. For each fiscal year of this agreement, City shall pay to EHN an amount not to exceed sixteen thousand three hundred and twelve dollars and 72/100 dollars (\$16,312.72) for reimbursable overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties.
- e. EHN agrees to match the staffing levels of EPPD for the CIT unit during holiday periods. The following holidays are recognized by the parties: New Year's Day, Martin Luther King Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.
- f. City agrees that if a CIT unit does not deploy due to the absence from duty of an EPPD officer to staff the unit, there will be no effect on the Monthly Prorated

**Payment for Service.**

**3. OFFICE SPACE, TRANSPORTATION, EQUIPMENT, AND SUPPLIES.**

- a. EPPD will provide officers with standard Class B uniform, patrol level less lethal equipment, handheld radio communication equipment, and equipment required by EPPD and/or contractual obligations between the City of El Paso and the El Paso Police Municipal Police Officer's Association.
- b. EHN will provide clinicians with laptop computers with mobile Wi-Fi, office supplies, and cell phones.
- c. EPPD will provide the primary CIT Division office at EPPD Headquarters located at 911 N. Raynor, El Paso, TX. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, TX. All CIT unit members will have access to these facilities.

**4. Payment for Transportation, Equipment, and Supplies.**

- a. The Parties agree that the Texas Health and Human Services Commission ("HHSC") will own, and the Parties will assign to HHSC, all right, title, and interest in all vehicles purchased with state funds in the name of the City and/or EHN, for use and benefit of the CIT program, upon termination of the CIT program.

The City agrees to make funding for CIT a part of the City's annual budget process and agenda. EHN shall be responsible for providing funding for equipment and supplies for EHN, as outlined in this Agreement.

**G. SUPERVISION**

EPPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. EHN will be the lead agency on all mental health oriented non-criminal issues involving assessment and disposition of CIT encounters. The EPPD CIT units will be supervised through the EPPD command structure. EHN will provide a licensed clinician to supervise the CIT EHN staff. EHN clinical administrators will maintain all administrative oversight and clinical autonomy for EHN personnel.

The Parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the Parties can be addressed on an informal basis. The Supervisor Working Group will allow for input from both parties for strategic planning shift scheduling, and to work toward leadership consensus on operational issues or patient encounters that do not conflict with either parties' policy or procedures. The Supervisor Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the CIT Division.



The Chief of Police and the Chief Executive Officer of EHN, or their designees, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of CIT.

## **H. CONFIDENTIALITY AND SHARING OF INFORMATION**

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations, law enforcement reports, and documents, and shall comply with all federal, state and local laws, rules, and regulations governed by, but not limited to, Criminal Justice Information Services (CJIS).

The criminal history of an individual will be accessed only by sworn police personnel, and is made available to EHN personnel only as necessary and appropriate, and within the limits allowed by federal, state, and local laws, rules, regulations, and departmental rules, regulations, and policy.

The mental health history of an individual will be accessed only by EHN clinicians, and is made available to law enforcement only as necessary and appropriate, and within the limits allowed under state and federal patient privacy laws, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA") and 42 CFR Part 2. The clinicians may disclose information or any other protected mental health information to other specialized units within EPPD in the following circumstances:

1. In response to a court order, warrant, court subpoena, summons, or process issued by a court;
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

In accordance with 42 CFR Part 2, EHN clinicians may disclose such information to medical personnel in response to an emergency involving the individual, if such disclosure is necessary based upon the clinician's exercise of his or her professional judgment.

The parties agree that HIPAA Privacy Rules contain an exception for law enforcement purposes, 45 CFR § 164.512(f), which permits a covered entity to disclose PHI to law enforcement officials without patient authorization under the following circumstances:

1. Court orders, court-ordered warrants, subpoenas, and administrative requests;
2. To identify or locate a suspect, fugitive, material witness or missing person;
3. To answer a law enforcement official's request for information about a victim or suspected victim of a crime;
4. To alert law enforcement of a person's death, if the organization suspects that criminal activity caused the death;

5. When an organization believes that PHI is evidence of a crime that occurred on its premises; and
6. In a medical emergency not occurring on its premises, when it's necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.

Further dissemination of information, unless otherwise provided for by law or separate agreement, any information shared at, or in connection with, CIT by any of the Parties may not be further disseminated without the express consent of the Party from which the information originated.

Information requests of the parties remains individually responsible for processing any external requests for information related to CIT that is directed to it - whether such requests are pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other Party, the participating Party processing the request shall consult with the Party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN shall be notified of all information requests related to CIT that are received by either party.

The Chief of Police and CEO of EHN shall designate a specific individual to serve as the primary media point of contact for CIT. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media, or responses to media inquiries, on behalf of CIT, shall be made exclusively by the designated point of contact. The Parties, however, may independently make a statement, or release of information to the media, or respond to media inquiries with respect to any activities of the respective agency that relate to CIT. The designated point of contact of the Parties, the Chief of Police, or the CEO of EHN, will be advised when such release is to be made by either Party.

#### **I. RESPONSIBILITY OF DISPATCHING OF TEAMS**

The CIT units will receive calls directly from 911 dispatch when the situation requires. If available, the CIT unit will respond to requests from field units when assistance is needed in crisis intervention and de-escalating a person suspected having a mental illness or intellectual disability. The CIT unit may receive requests directly from EHN CIT staff for community welfare checks and follows up for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority.

#### **J. JOINT TRAINING**

Joint Training of CIT personnel shall be a collaborative effort among EPPD and EHN. EPPD and EHN management will determine together the curriculum, schedule, and personnel for all Joint Training.

#### **K. SPECIAL THREAT SITUATIONS**

CIT units may be dispatched or called out to a location where a special threat situation, as defined by EPPD Procedure Manual 3-403, is involved. The role of CIT units at a Special Threat

situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

#### **L. PROGRAM AUDIT**

This Agreement and its requirements are subject to audit by the Parties, and it is their responsibility to conduct an audit whenever they deem it necessary. Such audit shall be at the individual Parties' expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. EPPD agrees to maintain all records relating to the operation of CIT consistent with the Parties' policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

#### **M. AMENDMENTS**

The terms of the Agreement may be amended upon written approval by all Parties, or their designated representative or successors. Unless stated otherwise in the Amendment, amendments become effective upon the date of approval.

#### **N. NO PRIVATE RIGHT CREATED**

This is a cooperative government Agreement among the Parties, and is not intended to confer any right or benefit to a private person or party.

#### **O. INSURANCE**

The following insurances or self-insurances will be obtained and maintained by each Party and its agents and subcontractors providing services hereunder:

1. Appropriate workers compensation coverage for all persons providing services under this Agreement;
2. Comprehensive general liability insurance covering each Party, its subcontractors, agents, and any person providing services hereunder in such minimum amounts as are acceptable to each Party;
3. Professional general liability insurance on a per occurrence basis, or its equivalent in amounts, as acceptable to all Parties;
4. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties; or, it may be deemed satisfied by the showing of other financial responsibility satisfactory to the parties, including: (1) evidence of statutory limitation on financial liability acceptable to the parties, their employees, and agents; or (2) evidence of establishment of actuarially sound self-insurance programs.

#### **P. INDEMNIFICATION/NO WAIVER OF IMMUNITY**

To the extent authorized by the Constitution and the laws of the State of Texas, EHN shall hold harmless and indemnify the City and/or EPPD, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable

attorney's fees and court costs, resulting from or attributable to any negligent act or omission of EHN, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

To the extent authorized by the Constitution and the laws of the State of Texas, the City and/or EPPD shall hold harmless and indemnify EHN, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of the City and/or EPPD, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

#### **Q. AUTHORIZATION OF AGREEMENT**

Each Party represents to the other Parties that the execution of the Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of each Party according to its terms.

#### **R. NO WAIVER**

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

#### **S. QUALITY ASSURANCE**

EHN shall develop and implement written policies and procedures to evaluate the performance of the terms and conditions of this Statement of Work and measure client and local stakeholder satisfaction.

City of El Paso will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include: a) Site visits to evaluate and document various administrative and programmatic requirements, b) Review of data reports to evaluate programmatic outcomes, and c) Review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

#### **T. MISCELLANEOUS NOTICES**

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or sent by email or fax with a receipt obtained showing transmission to Parties at the addresses below. The notice shall on the date of the delivery indicated on the receipt. Any Party may change its address by providing at least ten (10) days prior written notice to the other Parties hereto.

If to EPPD:

Chief of Police  
El Paso Police Department 911 N. Raynor  
El Paso, TX 79903  
Email: PDCITSupers@elpasotexas.gov

If to EHN:

Kristen Daugherty Chief Executive Officer  
El Paso MHMR d/b/a Emergence Health Network 201 E. Main Street, Suite 600  
El Paso, TX 79901  
Email: kdaugherty@ehnel Paso.org

## **U. INDEPENDENT CONTRACTOR**

The relationship between the Parties shall be that of an independent contractor. It is agreed that neither the Parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other Party to this Agreement. Each Party remains liable for the acts and omissions of its officers, employees, agents and representatives and shall also be responsible for any compensation or benefits owed or accruing to its officers, employees, agents or representatives.

## **V. GOVERNING LAW AND VENUE**

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas. The Parties acknowledge that, where applicable, the Parties are subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. The Parties further acknowledge that this Agreement and any documentation provided to EHN by City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

## **W. FUNDING**

Notwithstanding any other provision of the Agreement, the Parties understand and agree such understanding and agreement being of the essence of this Agreement, that no Party has obligated funds for this Agreement, and that expenditure by any Party furtherance of this Agreement shall be at the option of that Party and at the full discretion of the Party. Accordingly, no Party, its officers, employees, agents or representatives shall have any claim or cause of action against another Party hereto for failure to make available or expend any funds, and no Party shall bring any claim against another Party in regard to any services rendered under this Agreement.

Sustainable Funding. The Parties agree to undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

Nothing in this agreement prohibits either Party from seeking alternative funding sources ("Grants") to help maintain and/or establish funding to enhance the function of CIT. The Parties agree to share information and/or data to help with the applications for Grants. Should either Party use the other Party for matching funds, the Parties agree to ensure that the funds are mutually used to the

best benefit of CIT as required, pursuant to the rules or conditions applicable to that award. The City agrees that funding for CIT will be made a part of the City's ongoing annual budget process/agenda and will be reviewed and approved by standard City and/or EPPD processes on an annual basis.

## **X. REPORTING SYSTEM, SCOPE OF WORK, AND PERFORMANCE MEASURES**

1. **REPORTING.** The CIT team officer shall complete a Daily Activity Report (DAR) as per current EPPD policy at the end of each shift and will be responsible for completing any EPPD reports that are required. The CIT clinician shall complete all necessary EHN forms for each client's chart. Data compilation and reporting process will be coordinated between the Parties.
2. **SCOPE OF WORK.**
  - a. EHN shall provide personnel, as enumerated in this Interlocal, and shall keep the City fully aware of any change in personnel within EHN, as related to this Interlocal.
  - b. EHN shall ensure proper and appropriate licensure and training for all EHN personnel assigned to this Program.
  - d. EHN mental health clinicians will work with an El Paso Police Officer in the field, and maybe scheduled to work various times, days, and holidays throughout the life of this agreement.
  - e. EHN mental health clinicians shall provide mental health services, as necessary, to police incidents responded to by members of the EPPD.
  - f. EHN shall assist with training members of the El Paso Police Department in training related to Mental Health issues that an officer may encounter during the officers' tour of duty. Training must adhere to current training standards set forth by Texas Commission on Law Enforcement (TCOLE) and/or the El Paso Police Department's Training Academy.
  - g. EHN must provide during CIT operational hours, including holidays, field support from an EHN CIT clinical administrator for those events where a CIT unit is not available for Crisis Management Team (CMT) and/or Special Weapons and Tactic (SWAT) call outs. EHN CIT clinical administrators must be on scene within one (1) hour of notification of a CMT/SWAT call out.
  - h. EHN personnel must adhere to all rules, policies, procedures, and other Federal/State laws and regulations when becoming aware of and/or privy to criminal investigations.
  - i. EHN assigned CIT staff shall cooperate fully with any Internal Affairs Division investigations and any and all criminal and/or civil investigations/litigation. EHN personnel, including program director, program managers, program leads, and mental health clinicians, will be given five (5) days to comply with a request by EPPD Internal Affairs Divisions or Criminal Investigations Division for a written statement. Failure to comply with this section without good cause will result in the employee no longer being allowed to work with the CIT unit.
  - j. EHN shall invoice the City for services rendered, as prescribed by current City of El Paso procurement policies and procedures. EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after

services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized invoice will be delivered to the City in a format that contains all items required by the City of El Paso as shown in Appendix B.

3. **PERFORMANCE MEASURES.** Without waiving the enforceability of any of the terms of the Interlocal Agreement, EHN's effectiveness in providing the services described in Sections A through J above will be measured by compliance with the requirements below.
  - a. The following reports shall be submitted, as specified below. The reports shall be submitted quarterly, and will include data or information on:
    1. Total number of individuals served per month;
    2. Number of 911 behavioral health related calls resulting in CIT unit response;
    5. Number of individuals who are linked to behavioral health services by an EHN CIT caseworker, as a result of a CIT encounter.
    6. Source of referrals received from MCOT, Emergency Rooms/EMT, Law Enforcement, Other Community Resources, Self and/or Other(s).
    7. Number of CIT calls that result in inpatient services;
    8. Number of CIT calls that result in outpatient or other non-inpatient services;
    9. Number of CIT calls that result in incarceration.
  - b. In addition to quarterly reports, a yearly report will be generated for the above service deliverables.

#### **Y. EFFECTIVE DATE**

This Agreement shall become effective on the date the Agreement is executed by duly authorized representatives of EHN, the City of El Paso, and approved by the EPPD.

#### **Z. ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect, unless in writing and signed by the Parties.

(continues on next page)





APPROVED this 7th day of February, 2023.


CITY OF EL PASO

  
Oscar Leesser  
Mayor

ATTEST:

  
  
Laura D. Prince  
City Clerk

APPROVED AS TO FORM:

  
Eric Gutierrez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
Peter Pacillas, Assistant Chief of Police  
El Paso Police Department

**For El Paso MHMR d/b/a  
Emergence Health Network**

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



APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

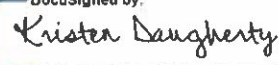
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Peter Pacillas, Assistant Chief of Police  
El Paso Police Department

**For El Paso MHMR d/b/a  
Emergence Health Network**

DocuSigned by:  
  
\_\_\_\_\_  
C16/C8483EE94B5  
Kristen Daugherty  
Chief Executive Officer  
Emergence Health Network

**Emergence Health Network  
Crisis Intervention Team - FY 2023  
Appendix A**

<b>Position</b>	<b>FTE</b>	<b>Total Salary</b>	<b>Hourly Rate</b>	<b>Hours/Year</b>
Director of Crisis Intervention Team	1	\$ 84,660.00	\$ 40.70	2,080
Program Manager of CIT	1	\$ 77,000.00	\$ 37.02	2,080
Program Manager of CIT	1	\$ 77,000.00	\$ 37.02	2,080
CIT Lead Therapist	1	\$ 72,000.00	\$ 34.62	2,080
CIT Lead Therapist	1	\$ 72,000.00	\$ 34.62	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 49,894.32	\$ 23.99	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 45,859.15	\$ 22.05	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 56,657.82	\$ 27.24	2,080
CIT Specialist	1	\$ 49,894.32	\$ 23.99	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 49,894.32	\$ 23.99	2,080
CIT Specialist	1	\$ 43,717.15	\$ 21.02	2,080
CIT Specialist	1	\$ 45,439.94	\$ 21.85	2,080
CIT Specialist	1	\$ 45,439.94	\$ 21.85	2,080
CIT Specialist	1	\$ 45,439.94	\$ 21.85	2,080
CIT Specialist	1	\$ 45,439.94	\$ 21.85	2,080
Holiday Pay		\$ 15,200.00	\$ 44.33	343
Shift Differential		\$ 37,000.00		
Overtime		\$ 16,312.72	\$ 33.25	491
	<b>22</b>	<b>\$ 1,234,869.60</b>		

FICA Taxes	7.65%
Unemployment Taxes	0.87%
EAP	0.06%
Retirement Costs	5.18%
Group Medical	10.88%
Group Dental	0.38%
Group Life	0.22%
Disability	0.46%
Workman's Compensation	0.75%
<b>Total Fringe %</b>	<b>26.45%</b>
	<b>\$ 326,623.01</b>

**Total Salary and Fringe** **\$ 1,561,492.61**

**10% Indirect Cost** **\$ 156,149.26**

**Total Contract Cost** **\$ 1,717,641.87**

**Monthly Rate** **\$ 143,136.82**

WS # 8

CITY CLERK DEPT  
2018 DEC 5 PM 11:01


## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign and Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network, a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code, for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso.

ADOPTED this 10<sup>th</sup> day of December, 2018


THE CITY OF EL PASO

  
Dee Margo  
Mayor

ATTEST:

  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
Oscar G. Gabaldón, Jr.  
Assistant City Attorney

18-1026-9929

WS # 8

**INTERLOCAL AGREEMENT BY AND AMONG THE CITY OF EL PASO AND EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR OPERATION OF THE CRISIS INTERVENTION TEAM**

This Agreement ("Agreement") is made and entered into by and between the City of El Paso ("City"), a home-rule municipality created pursuant to the laws of Texas, acting through its City Council, and El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code (all of which are referred to collectively as the ("Parties") for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso. This Agreement is authorized pursuant to Texas Government Code Chapter 791.001, et seq., the Interlocal Cooperation Act.

**RECITALS:**

**WHEREAS**, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code, which permits agreements (interlocal agreement) between local governments for the purchase of goods and services, and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

**WHEREAS**, EHN and the City of El Paso ("City") desire to explore options for providing safer and more effective responses to dynamic law-enforcement incidents involving persons in suspected mental health crisis, situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

**WHEREAS**, the Parties agree that the CIT model is an effective method in responding to law enforcement situations involving persons in suspected mental health crisis, with a diagnosed or suspected mental illness and/or intellectual disability; and

**WHEREAS**, the Parties desire to enter into this Agreement to implement the CIT model and increase the number of persons diverted from incarceration when allowed by statutes.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereto do mutually agree as follows:

**A. TERM AND TERMINATION**

~~This Agreement becomes effective upon approval and execution by all Parties to this Agreement ("Effective Date"), and continues until termination upon the request of any Party hereto. Upon Execution of this Agreement, any prior agreement or memorandum of understanding between City and EHN related to the implementation of the CIT Program shall be subsumed into this Agreement and no longer be of any force or effect.~~

Payment under this agreement beyond the end of the current fiscal year is subject to availability of appropriated funds. ~~Funding will be reviewed and approved by standard City and/or BPPD processes on an annual basis.~~ If funds are not appropriated, this agreement shall be

terminated immediately with no liability to either party. This agreement begins when fully executed by both parties and terminates on , November 30, 2022 unless extended by written agreement, or when otherwise terminated as provided in this Agreement. Renewal of this agreement beyond the stated termination date is subject to the availability of appropriated funds.

This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This Agreement is contingent upon the availability and receipt of local, state, or federal funds that the City has allocated to this Agreement. If such funds become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of City. The City will be responsible for payment of all monies due up through, and including, the date of such termination or reduction.

#### **B. PURPOSE OF AGREEMENT**

This Agreement establishes the procedures and responsibilities of the Parties in deploying CIT to assist persons in mental health crisis, a diagnosed or suspected mental illness and/or intellectual disability, and/or substance use in the City of El Paso, providing the necessary transportation, equipment, and supplies for joint operation of the teams and sharing of information.

#### **C. NAME OF JOINT OPERATION**

The name of the joint operation is the Crisis Intervention Team which is a program set up to provide services to persons in suspected mental health crisis, a diagnosis or suspected mental illness and/or intellectual disability.

#### **D. ASSIGNMENT OF PERSONNEL BY EPPD**

The Chief of Police will select and assign no less than four (4) police supervisors and fourteen (14) officers to the CIT division. The CIT division shall be comprised of seven (7) units. The EPPD officers will be partnered with EHN mental health professionals, and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or otherwise, because of a diagnosed or suspected mental illness and/or intellectual disability.

##### **EPPD Personnel shall:**

1. Assist with and/ or respond to any patrol request involving a call concerning individuals who may have mental health issues;
2. Assist EHN case workers with individuals with mental illness and to respond to mental health crisis calls from the community;
3. At least annually, coordinate and/or conduct/participate in training for EPPD and EHN personnel related to mental health. The training must address at minimum the following components:

- a. Recognize signs and symptoms of mental illness, substance abuse, and occurring mental illness;
- b. Crisis intervention and de-escalation
- 4. Act as a central source of information on mental health through the EPPD's Record Management System (RMS);
- 5. Act as a community liaison between other law enforcement agencies and EHN;
- 6. Transport consumers meeting Emergency Detention Orders (EDO) requirements to a facility deemed appropriate by EHN (Local Mental Health Authority);
- 7. Certify EPPD officers, as required by Texas Commission on Law Enforcement (TCOLE) for Mental Health Officer certification.

#### **E. ASSIGNMENT OF PERSONNEL BY EHN**

EHN shall assign no less than one (1) Director, two (2) LPHA supervisors, and fourteen (14) mental health professionals to be partnered with an EPPD officer within the CIT division. CIT units shall provide services in the City of El Paso. EHN clinicians shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate, and provided by EPPD.

#### **EHN personnel shall:**

- 1. Subject to Article H of this Interlocal Agreement, EHN personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, internal EPPD boards, hearings, and testify in criminal, civil, and internal EPPD proceedings.
- 2. Assist EPPD officers in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community;
- 3. At least annually, coordinate and/or conduct training for EPPD officers related to mental health. The training must at minimum address the following components:
  - a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness;
  - b. Crisis intervention and de-escalation; and
  - c. Provide EPPD officers training on the current alternatives between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses.
- 4. Act as a central source of information on mental health incident reports (other than ILEADS reports).
- 5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers.
- 6. Upon written agreement by the Parties, fulfill any additional responsibilities related to implementation of the Program.



7. Provide EPPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness.
8. Enhance communication and coordination between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses.
9. Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc.
10. Assist with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care.

#### F. COST SHARE & PAYMENT

1. **PERSONNEL.** Subject to the provisions set forth in this Article F, ~~the City of El Paso and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policy.~~
  - a. The City will fund from the City of El Paso General Fund Police Personnel.
  - b. Subject to funding availability and city management authorization, ~~the City of El Paso will reimburse to EHN the cost of EHN CIT personnel assigned full time to the CIT division as specified in Appendix A of this Agreement, so long as those costs/expenses are incurred as a result of CIT related duties.~~
  - c. Sustainable Funding. The Parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services
2. Payment for Personnel.
  - a. For the first six (6) months from the effective date of this Agreement, EHN will provide funding for EHN personnel.
  - b. After the first six (6) months from the effective date of this Agreement continuing through fiscal year 2019, the City of El Paso will reimburse to EHN the cost of funding EHN personnel, as specified in Appendix A and Article E of this Agreement.
  - c. The amount for EHN personnel for fiscal year 2019 shall not exceed One Million One Hundred Seventy-Six Thousand Eight Hundred Thirty-Four Dollars and 00/100 Dollars (\$1,176,834.00) as set forth in Appendix B. With regard to reimbursement for EHN personnel, EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized

invoice will be delivered to the City in a format that contains all items required by the City of El Paso.

- d. After the first year of this Agreement, and continuing for the initial term of this agreement, and subject to funding availability and city management authorization, the City of El Paso will continue to reimburse to EHN the cost of funding EHN personnel as specified in Appendix B and Article E of this Agreement. The City agrees to make funding for CIT a part of the City's annual budget process and agenda. The amounts for ongoing funding under this Section F(2)(c), shall be by Amendment to this Agreement executed by EHN, EPPD, and the City.

**3. OFFICE SPACE, TRANSPORTATION, EQUIPMENT, AND SUPPLIES.**

- a. EPPD will provide officers with standard Class B uniform, patrol level less lethal equipment, handheld radio communication equipment, and equipment required by EPPD and/or contractual obligations between the City of El Paso and the El Paso Police Municipal Police Officer's Association.
- b. EHN will provide clinicians with laptop computers with mobile Wi-Fi, office supplies, and cell phones.
- c. EPPD will provide the primary CIT Division office at EPPD Headquarters located at 911 N. Raynor, El Paso, TX. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, TX. All CIT unit members will have access to these facilities.

**4. Payment for Transportation, Equipment, and Supplies.**

- a. For the first year from the effective date of this Agreement, EHN agrees to reimburse the City amounts for equipment, transportation, and supplies in an amount not to exceed Seven Hundred Thirty-Two Thousand Five Hundred Eighty-Seven Dollars and 00/100 Dollars (\$732,587.00), as specified in Appendix C. EHN will reimburse the City for any transportation, equipment and supplies for CIT. The City shall submit an invoice to EHN no later than the 15<sup>th</sup> day of the month, with payment made thirty (30) days following receipt of invoice by EHN. EHN may also accept invoices submitted via email to the EHN Accounts Payable Department for processing. The email address for the EHN Accounts Payable Department shall be provided upon request by EPPD.
- b. After the first year from the effective date of this Agreement continuing for the initial term of this Agreement, the City of El Paso shall be responsible for providing funding for equipment, transportation, and supplies for EPPD, as outlined in Appendix C of this Agreement and subject to funding availability and



city management authorization. The City agrees to make funding for CIT a part of the City's annual budget process and agenda. EHN shall be responsible for providing funding for equipment and supplies for EHN, as outlined in this Agreement.

5. **Office Space.** EPPD will provide primary CIT Division administrative office at EPPD Headquarters located at 911 N. Raynor, El Paso, Texas. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, Texas. All CIT members will have access to these facilities.

#### **F. SUPERVISION**

EPPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. The EPPD CIT units will be supervised through the EPPD command structure. EHN will provide a licensed clinician to supervise the CIT EHN staff.

The Parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the Parties can be addressed on an informal basis. The Supervisor Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the CIT Division.

The Chief of Police and the Chief Executive Officer of EHN, or their designee, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of CIT.

#### **H. CONFIDENTIALITY AND SHARING OF INFORMATION**

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations, law enforcement reports, and documents, and shall comply with all federal, state and local laws, rules, and regulations governed by, but not limited to, Criminal Justice Information Services (CJIS).

The criminal history of an individual will be accessed only by sworn police personnel, and is made available to EHN personnel only as necessary and appropriate, and within the limits allowed by federal, state, and local laws, rules, regulations, and departmental rules, regulations, and policy.

The mental health history of an individual will be accessed only by EHN clinicians, and is made available to law enforcement only as necessary and appropriate, and within the limits allowed under state and federal patient privacy laws. The clinicians may disclose information or any other protected mental health information to other specialized units within EPPD in the following circumstances:

1. In response to a court order, warrant, court subpoena, summons, or process issued by a court;
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

In accordance with 42 CFR Part 2, EHN clinicians may disclose such information to medical personnel in response to an emergency involving the individual, if such disclosure is necessary based upon the clinician's exercise of his or her professional judgment.

Further dissemination of information, unless otherwise provided for by law or separate agreement, any information shared at, or in connection with, CIT by any of the Parties may not be further disseminated without the express consent of the Party from which the information originated.

Information requests of the parties remains individually responsible for processing any external requests for information related to CIT that is directed to it – whether such requests are pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other Party, the participating Party processing the request shall consult with the Party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN shall be notified of all information requests related to CIT that are received by either party.

The Chief of Police and CEO of EHN shall designate a specific individual to serve as the primary media point of contact for CIT. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media, or responses to media inquiries, on behalf of CIT, shall be made exclusively by the designated point of contact. The Parties, however, may independently make a statement, or release of information to the media, or respond to media inquiries with respect to any activities of the respective agency that relate to CIT. The designated point of contact of the Parties, the Chief of Police, or the CEO of EHN, will be advised when such release is to be made by either Party.

## **I. RESPONSIBILITY OF DISPATCHING OF TEAMS**

The CIT units will receive calls directly from EPPD dispatch when the situation requires. If available, the CIT unit will respond to requests from field units when assistance is needed in handling a person suspected having a mental illness or intellectual disability. Additionally, and as necessary, the CIT unit will receive requests from EHN staff. Such request from EHN will be communicated to an EPPD CIT supervisor and EPPD dispatch by the CIT officer, according to current policy and procedure.

With the priority of the CIT units to respond to individuals in mental health crisis, there may be situations, as time allows, where CIT units may also receive referral or follow-up requests from EPPD or EHN for CIT units to proactively engage homeless mentally ill person and attempt to direct them to proper services.

#### **J. TRAINING**

Training of CIT personnel shall be a collaborative effort among EPPD and EHN. EPPD and EHN management will determine together the curriculum, schedule, and personnel to be trained.

#### **K. SPECIAL THREAT SITUATIONS**

CIT units may be dispatched or called out to a location where a special threat situation, as defined by EPPD Procedure Manual 3-403, is involved. The role of CIT units at a Special Threat situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

#### **L. PROGRAM AUDIT**

This Agreement and its requirements are subject to audit by the Parties, and it is their responsibility to conduct an audit whenever they deem it necessary. Such audit shall be at the individual Parties' expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. EPPD agrees to maintain all records relating to the operation of CIT consistent with the Parties' policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

#### **M. REVISIONS AND CANCELLATIONS**

The terms of the Agreement may be amended upon written approval by all Parties, or their designated representative or successors. Amendments become effective upon the date of approval. A Party may cancel this Agreement upon 60 days written notice to the other Parties.

#### **N. NO PRIVATE RIGHT CREATED**

This is a cooperative government Agreement among the Parties, and is not intended to confer any right or benefit to a private person or party.

#### **O. INSURANCE**

The following insurances or self-insurances will be obtained and maintained by each Party and its agents and subcontractors providing services hereunder:

1. Appropriate workers compensation coverage for all persons providing services under this Agreement;

2. Comprehensive general liability insurance covering each Party, its subcontractors, agents, and any person providing services hereunder in such minimum amounts as are acceptable to each Party;
3. Professional general liability insurance on a per occurrence basis, or its equivalent in amounts, as acceptable to all Parties;
4. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties; or, it may be deemed satisfied by the showing of other financial responsibility satisfactory to the parties, including: (1) evidence of statutory limitation on financial liability acceptable to the parties, their employees, and agents; or (2) evidence of establishment of actuarially sound self-insurance programs.

#### **P. INDEMNIFICATION/NO WAIVER OF IMMUNITY**

To the extent authorized by the Constitution and the laws of the State of Texas, EHN shall hold harmless and indemnify the City and/or EPPD, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of EHN, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

To the extent authorized by the Constitution and the laws of the State of Texas, the City and/or EPPD shall hold harmless and indemnify EHN, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of the City and/or EPPD, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

#### **Q. AUTHORIZATION OF AGREEMENT**

Each Party represents to the other Parties that the execution of the Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of each Party according to its terms.

#### **R. NO WAIVER**

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

#### **S. QUALITY ASSURANCE**

EHN shall develop and implement written policies and procedures to evaluate the performance of the terms and conditions of this Statement of Work and measure client and local stakeholder satisfaction;

City of El Paso will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include: a) Site visits to evaluate and document various administrative and programmatic requirements, b) Review of data reports to evaluate programmatic outcomes, and c) Review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

#### **T. MISCELLANEOUS NOTICES**

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or sent by email or fax with a receipt obtained showing transmission to Parties at the addresses below. The notice shall on the date of the delivery indicated on the receipt. Any Party may change its address by providing at least ten (10) days prior written notice to the other Parties hereto.

**If to EPPD:**

Gregory K. Allen  
Chief of Police  
El Paso Police Department  
911 N. Raynor  
El Paso, TX 79903  
FAX: 915-212-0281  
Email:

**If to EHN:**

Kristen Daugherty  
Chief Executive Officer  
El Paso MHMR d/b/a Emergence Health Network  
200 E. Main Street, Suite 600  
El Paso, TX 79903  
FAX:  
Email:

#### **U. INDEPENDENT CONTRACTOR**

The relationship between the Parties shall be that of an independent contractor. It is agreed that neither the Parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other Party to this Agreement. Each Party remains liable for the acts and omissions of its officers, employees, agents and representatives and shall also be responsible for any compensation or benefits owed or accruing to its officers, employees, agents or representatives.

#### **V. GOVERNING LAW AND VENUE**

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas. The Parties acknowledge that, where applicable, the Parties are subject to the Texas Tort Claims Act, Texas Civil Practice and



Remedies Code Chapter 101. The Parties further acknowledges that this Agreement and any documentation provided to EHN by County is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

## W. FUNDING

Notwithstanding any other provision of the Agreement, the Parties understand and agree such understanding and agreement being of the essence of this Agreement, that no Party has obligated funds for this Agreement, and that expenditure by any Party furtherance of this Agreement shall be at the option of that Party and at the full discretion of the Party. Accordingly, no Party, its officers, employees, agents or representatives shall have any claim or cause of action against another Party hereto for failure to make available or expend any funds, and no Party shall bring any claim against another Party in regard to any services rendered under this Agreement.

~~Sustainable Funding. The Parties agree to undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.~~

Nothing in this agreement prohibits either Party from seeking alternative funding sources ("Grants") to help maintain and/or establish funding to enhance the function of CIT. The Parties agree to share information and/or data to help with the applications for Grants. Should either Party use the other Party for matching funds, the Parties agree to ensure that the funds are mutually used to the best benefit of CIT as required, pursuant to the rules or conditions applicable to that award. The City agrees that funding for CIT will be made a part of the City's ongoing annual budget process/agenda and will be reviewed and approved by standard City and/or EPPD processes on an annual basis.

## X. REPORTING SYSTEM, SCOPE OF WORK, AND PERFORMANCE MEASURES

1. REPORTING. The CIT team officer shall complete a Daily Activity Report (DAR) as per current EPPD policy at the end of each shift and will be responsible for completing any EPPD reports that are required. The CIT clinician shall complete all necessary EHN forms for each client's chart. Data compilation and reporting process will be coordinated between the Parties.

### 2. SCOPE OF WORK.

~~a. EHN shall provide a full time commitment of 1 Mental Health Case Worker II (MHCW II) and 1 Licensed Practitioner of Healing Arts (LPHA).~~ Within seven (7) working days of the execution of this Interlocal Agreement between the City and EHN, liaisons from both parties shall establish formal procedures for purchases of equipment and/or reimbursement processes.

b. EHN shall provide personnel, as enumerated in this Interlocal, and shall keep the City fully aware of any change in personnel within EHN, as related to this Interlocal.

c. *MHCW II and LPHA shall be licensed, as per all regulations, to provide services in The State of Texas.* EHN shall provide the EPPD lieutenant overseeing CIT with copies of all licensing certifications.

- d. MHCW II will work with an El Paso Police Officer in the field, and may be scheduled to work various times, days, and holidays throughout the life of this agreement.
- e. The MHCW II and the LPHA shall provide mental health services, as necessary, to police incidents responded to by members of the EPPD.
- f. EHN shall assist with training members of the El Paso Police Department in training related to Mental Health issues that an officer may encounter during the officers' tour of duty. Training must adhere to current training standards set forth by Texas Commission on Law Enforcement (TCOLE) and/or the El Paso Police Department's Training Academy.
- g. EHN must provide 24 hours / 7 days a week, including holidays, access to a MCHW II or LPHA for those events where a CIT unit is not available for Crisis Management Team (CMT) and/or Special Weapons and Tactic (SWAT) call outs. The MCHW II or the LPHA must be on scene within one (1) hour of notification of a CMT/SWAT call out.
- h. EHN personnel must adhere to all rules, policies, procedures, and other Federal/State laws and regulations when becoming aware of and/or privy to criminal investigations.
- i. EHN personnel, MHCW II, and LPHA shall cooperate fully with any Internal Affairs Division investigations and any and all criminal and/or civil investigations/litigation.
- j. ~~EHN shall invoice the City for services rendered~~, as prescribed by current City of El Paso procurement policies and procedures. EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month ~~after services were rendered~~, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized invoice will be delivered to the City in a format that contains all items required by the City of El Paso. Likewise the City of El Paso will submit a written request to EHN no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "City of El Paso Payment Request"). Such itemized invoice will be delivered to EHN in a format that contains all the items required by EHN.

**3. PERFORMANCE MEASURES.** Without waiving the enforceability of any of the terms of the Interlocal Agreement, EHN's effectiveness in providing the services described in Sections A through J above will be measured by compliance with the requirements of the Performance Contract attached as Exhibit D .

- a. The following reports shall be submitted, as specified below. The reports shall be submitted quarterly, and will include data or information on:
  - 1. Total number of individuals served per month;
  - 2. Number of CIT encounters that result in avoidance of incarceration and emergency services;
  - 3. Number of behavioral health related calls resulting in CIT unit response;
  - 4. Number of 911 behavioral health related calls resulting in CIT unit response;
  - 5. Number of individuals who are linked to behavioral health services by an EHN CIT caseworker, as a result of a CIT encounter.
  - 6. Source of referrals received from MCOT, Emergency Rooms/EMT, Law Enforcement, Other Community Resources, Self and/or Other(s).
  - 7. Number of CIT calls that result in inpatient services;

8. Number of CIT calls that result in outpatient or other non-inpatient services;

9. Number of CIT calls that result in incarceration.

b. In addition to quarterly reports, a yearly report will be generated for the above service deliverables.

#### **Y. EFFECTIVE DATE**

This Agreement shall become effective on the date the Agreement is executed by duly authorized representatives of EHN, the City of El Paso, and approved by the EPPD.

#### **Z. ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect, unless in writing and signed by the Parties.

[continues on next page]



CITY OF EL PASO  
2018 DEC 10 10:38

IN WITNESS WHEREOF, this instrument has been executed by duly authorized representatives of EHN and the City of El Paso.

For the El Paso Police Department:



Gregory K. Allen  
Chief of Police  
El Paso Police Department

Date: 12/5/17

For the City of El Paso:



Dee Margo  
Mayor  
City of El Paso

Date: 12/10/2018

For El Paso MHMR d/b/a  
Emergence Health Network:



Kristen Daugherty  
Chief Executive Officer  
Emergence Health Network

Date: 12-4-2018

Approved as to Form:



Approved as to Form:  
Oscar G. Gabaldon, Jr  
Assistant City Attorney  
City of El Paso

Date: 12-04-18



Approved as to Form:  
Michael R. Wyatt  
Assistant County Attorney  
Emergence Health Network

Date: 12-4-2018

**APPENDIX A**  
**Emergence Health Network**  
**EHN CIT Staffing Table**  
**6 month estimate for FY 2019**  
**Paid by EHN through SB202**

**CIT Estimated Costs**  
**Post Compensation Study, 6 months estimate**

<b>Position</b>	<b>FTE's</b>	<b>Gross Salary</b>	<b>Fringe 26.28%</b>	<b>FY 2019 6 month Total</b>
Director/Manager (LPHA)	1	\$ 72,270	18,998	\$ 45,634
Program Supervisor (LPHA)	2	\$ 62,429	16,411	\$ 78,840
LPHA	2	\$ 53,929	14,176	\$ 68,105
Sr. Caseworker	8	\$ 40,819	10,730	\$ 208,196
LPC-i	4	\$ 44,367	11,663	\$ 112,060
Shift Differential for 24/7 units				24,090
<b>Total</b>				<b>\$ 534,925</b>
Administrative Fee 10%				53,492
<b>Grand Total</b>				<b>\$ 588,417</b>

**Appendix B  
Emergence Health Network  
EHN CIT Staffing Table  
FY 2020**

CIT Estimated Costs  
Post Compensation Study, Full year estimate

**Paid By City of El Paso\***

Position	FTE's	Gross Salary	Fringe 26.28%	FY 2019	FY 2020
Director/Manager (LPHA)	1	\$ 72,270	18,998	\$ 91,268	91,268
Program Supervisor	2	\$ 62,429	16,411	\$ 157,679	157,679
LPHA	2	\$ 53,929	14,176	\$ 136,211	136,211
Sr. Caseworker	8	\$ 40,819	10,730	\$ 412,393	412,393
LPC-I **	4	\$ 44,367	11,663	\$ 224,119	248,270
Shift Differential for 24/7 units				48,180	48,180
<b>Total</b>				<b>\$ 1,069,849</b>	<b>\$ 1,094,001</b>
Administrative Fee 10%				106,985	109,400
<b>Grand Total</b>				<b>\$ 1,176,834</b>	<b>\$ 1,203,401</b>

\* After the first six (6) months from the effective date of the Agreement continuing through fiscal year 2019, City of El Paso will reimburse EHN the cost of EHN Personnel. Thereafter, reimbursement of EHN personnel is subject to Article F(2)(c) of this Agreement.

\*\* FY 2020 includes increase for 2 LPC-I's for licensure

**APPENDIX C**  
**Emergence Health Network**  
**EPPD Equipment and Supplies**  
**FY 2019**  
**Paid By EMN through \$9292**

**CIT Estimated Costs**  
**Capital**

<b>Equipment (Items valued over \$1,000)</b>	<b>Quantity</b>	<b>Base Amount</b>	<b>FY 2019</b>
Tablets	4	\$ 1,200	\$ 4,800
SUV with Fitting	8	\$ 65,000	520,000
TV	1	\$ 1,398	1,398
Office cubicles			52,000
Desktops	21	\$ 1,100	23,105
<b>Total Equipment Costs</b>			<b>\$ 601,303</b>

<b>Supplies (Items valued under \$1,000)</b>			
Office Supplies			\$ 3,800
Tablets Verizon Service	4	\$ 45	1,080
Tablet Cases	4	\$ 100	400
Outreach/Marketing Supplies			5,000
Vehicle Console Radio/ MDT Service/Year	5	\$ 600	3,000
Small Conference table	1	\$ 950	950
Dell 22" Monitors	25	\$ 143	3,575
Copy and Fax			1,200
Conference phone	1	\$ 240	240
Guest Chair	10	\$ 90	900
Shredder	1	\$ 500	500
Laminate/Label Maker	2	\$ 180	360
Rekey storage cabinets	5	\$ 100	500
Telephone Cisco IP	12	\$ 150	1,800
Fuel			30,000
Vehicle repair and maintenance			10,000
Computer Chairs	15	\$ 449	6,735
Computer Chairs Super	5	\$ 550	2,750
Table for equip room	2	\$ 621	1,242
Bean bag launcher	10	\$ 410	4,100
launcher munitions	500	\$ 5	2,500
Fire Extinguishers In Unit/Mount/refill	16	\$ 119	1,904
Officer PPE (Gloves/Masks)			360
Jumper Gear			11,169
Digital Camera and Case	10	\$ 200	2,000
Rifle Case	2	\$ 310	620
Ear piece units	18	\$ 87	1,566
Barcode scanners	2	\$ 388	776
Cell phones	10	\$ 575	5,750
Cell phone plan	10	\$ 15	908
Cell phone case	10	\$ 40	400
Office Re-wire			5,000
Tourniquet	36	\$ 29	1,044
Gunshot kits	18	\$ 90	1,620
First Aid kits for vehicles	8	\$ 100	800
level 3 lightweight vests	18	\$ 725	13,050
<b>Total Supplies Cost</b>			<b>\$ 127,599</b>

**Grand Total**

**\$ 728,902**