



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

May 13, 2022

Juvenile Board
Harris County, Texas

RE: Interlocal Agreement

Members of the Board:

Please approve the attached Order authorizing the Chairman of the Juvenile Board to execute the attached First Amendment and second of four (4) renewal options for the following:

Description: Multi-Systemic Therapy Teams for Harris County Juvenile Probation Department

Agency: The HARRIS CENTER for Mental Health and IDD

Term through: February 28, 2023

Amount: \$675,864

Reviewed by: X Juvenile Probation X Harris County Purchasing

The First Amendment is for services of eight (8) licensed and non-licensed Multi-Systemic Therapy (MST) therapists. A purchase order will be issued upon Juvenile Board approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

mam

ERB *EB*
Attachments
cc: Juvenile Probation
Agency

FOR INCLUSION ON JUVENILE BOARD AGENDA MAY 25, 2022

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

Between the Harris County Juvenile Board and The HARRIS CENTER for Mental Health and IDD
(Multi-Systemic Therapy Teams)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment is made and entered into by and between the Harris County Juvenile Board ("Board"), a body corporate and politic, under the laws of the State of Texas, on behalf of the Harris County Juvenile Probation Department ("Department") and The HARRIS CENTER for Mental Health and IDD ("Agency" or "The HARRIS CENTER"), a Community Center and an Agency of the State of Texas, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992), as amended, pursuant to the authority granted and in compliance with the provisions of the "Interagency Cooperation Act," Texas Government Code, Chapter 771 *et. seq* and the "Interlocal Cooperation Act," Texas Government Code, Chapter 791 *et. seq.* Board and The HARRIS CENTER are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

On or about July 22, 2020, the Board and Agency entered into an Interlocal Agreement ("the Agreement") for Agency to provide Multi-Systemic Therapy services ("MST").

Whereas, the Department has budgeted funds to expand its evidence-based Multi-Systemic Therapy (MST) Program to provide intensive in-home family therapy to prevent youth from further penetrating the juvenile justice system.

Whereas, the Original Agreement is being amended to allow salary changes for qualified MST therapists who meet the criteria.

Agency warrants and represents that it is willing and capable of continuing to provide the services described in or required by the Original Agreement at a reduced level as described in this First Amendment.

Terms

I.

The Original Agreement shall govern this First Amendment, which is incorporated herein by reference as if set forth word for word.

II.

Section 3. A., Amount and Basis for Payment, Method and Limitations in the Original Agreement is hereby deleted and replaced as follows:

A. Payments. Agency is entitled to receive a maximum amount of \$56,322.00 (1/12 of the total Agreement amount for salaries and fringe benefits) per month for the Agreement term. In the event, the annual salary of any therapist increases, Agency may increase the 1/12 amount based on the total amount to fund the increase(s) as long as that amount is not in excess of the Agreement or extended term amount. Agency must reconcile any overpayments made by the Department to Agency twice per year. The Agency must reconcile any overpayments by the 31st day for August and the 28th day of February during each Agreement term based on the number of full-time positions described in Article 1.B. In addition, The HARRIS CENTER may invoice an additional amount not to exceed \$19,320.00 for mileage reimbursement annually based on current State of Texas Comptroller of Public Accounts and up to \$2,880.00 for cellphone costs as described in Attachment A. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

ATTACHMENT A, FEES SCHEDULE FULL-TIME MST TEAMS in the Original Agreement is hereby deleted and replaced in its entirety as follows:

FEES SCHEDULE

Full-Time MST Teams

HCJPD is paying for eight (8) full-time MST therapists that will comprise two (2) fully staffed MST Team, and not for services to be provided at an hourly rate unless otherwise specified. In consideration for providing the Harris County Juvenile Probation Department with 8 FTE MST therapists, THE HARRIS CENTER will be paid an amount not to exceed \$675,864.00 (Salary at \$466,346.16 and Fringe Benefits (rate 31.0%) at \$209,517.84) per year payable in 1/12 increments of \$56,322.00 commencing on or about June 1, 2020. Services, thereafter, upon renewal, if approved, will be provided for one full year based on renewal terms. HCJPD WILL NOT PAY ANY ADDITIONAL FEES FOR STAFF WORKING ADDITIONAL HOURS, VACATION, SICK LEAVE OR ANY NON-WORKING HOURS. Notwithstanding the exceptions noted above any current MST therapist who obtains or completes certification to be a Certified Licensed Professional Counselor ("LPC") during the term of this Agreement, shall receive an annual increase in salary of \$3,077.92. For avoidance of doubt their annual salary shall increase from \$56,422.00 to \$59,500.00. All other LMSW's will continue to receive a salary of \$56,422.00 annually. Any services less than one month will be billed at a prorated share of the 1/12 amount. HCJPD will pay for fingerprint-based criminal history.

TOTAL AVAILABLE ANNUALLY: \$675,864.00.

III

This document is made and entered into to amend and not to extinguish any of the other terms of the Original Agreement, except as provided above, the Original Agreement will remain unchanged and in full force and effect.

IV.

In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Original Agreement this First Amendment shall control.

V.

Execution, Multiple Counterparts. This First Amendment may be executed in several counterparts, each deemed an original. All counterparts together constitute a single contract. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

HARRIS COUNTY JUVENILE BOARD

By:


Lina Hidalgo
Board Chair

(date)

**THE HARRIS CENTER FOR MENTAL
HEALTH AND IDD**

By:


Wayne Young

4/18/2022

Wayne Young
Chief Executive Officer

(date)

**APPROVED AS TO FORM:
CHRISTIAN D. MENELEE**

By:


Philip Berzins

Philip Berzins
Assistant County Attorney
C.A. File 22GEN0931

APPROVED AS TO FORM:

By:


Kendra Thomas, J.D.

General Counsel

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THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Harris County Juvenile Board convened its regular monthly meeting in Harris County, Texas, on May 25, 2022, and constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT OF AN AGREEMENT BETWEEN THE HARRIS COUNTY JUVENILE BOARD AND THE HARRIS CENTER FOR MENTAL HEALTH AND IDD FOR THE SERVICES OF EIGHT (8) LICENSED OR NON-LICENSED MULTI-SYSTEMIC THERAPY (MST) THERAPISTS

Board Member Bates introduced an order and moved that the Harris County Juvenile Board adopt the order. Board Member Oakes seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain	Not Present
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Lacayo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Judge Garrison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Judge Vare Bates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Oakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Maldonado	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Judge Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judge Shapiro	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and the order adopted is as follows:

IT IS ORDERED that the Chairman, Purchasing Agent, or Executive Director is authorized to execute the attached First Amendment to Original Agreement and First Amendment, or a document substantially the same, between Harris County Juvenile Board and The HARRIS CENTER for Mental Health and IDD to for the services of services of eight (8) licensed and non-licensed Multi-Systemic Therapy (MST) therapists. The attached First Amendment may be executed with an electronic or facsimile signature. **FURTHERMORE**, the Chairman, Purchasing Agent, or Executive Director is authorized to do all other actions necessary to accomplish the purpose of this Order.