

Contract for Substance Use Treatment

Between

The City of San Marcos

And

Evoke Wellness

Contract Initiation Date: July 10, 2024,

The City of San Marcos hereby referred to as the “City” enters into a contract with Evoke Wellness hereby referred to as “EW”. The purpose of this contract is to establish a collaborative contractual relationship for providing substance use services and treatment for adults participating in the City of San Marcos Mental Health Court Program hereby referred to as “MHC”.

COLLABORATION: The City, MHC, and EW are committed to providing the highest quality behavioral health and substance use services. The City, MHC, and EW agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. MHC and EW will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and EW will, whenever clinically appropriate, utilize a Coordination/Consultative approach to empower the assigned clinicians and treatment team with EW and MHC to better address the behavioral and mental health needs of their patients and help meet established treatment goals.

CONDITIONS PERTAINING TO SUBSTANCE USE SERVICES FOR MHC CLIENTS

1. For clients referred to EW and upon meeting the criteria for admission for a 30-day residential stay, clinicians will provide a clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services, as well as such other services typically included in a residential treatment stay.
2. For clients referred to EW and upon meeting criteria for admission to the Intensive Outpatient Program (telehealth or in person), clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services consisting of 24 sessions in total with 3 sessions a week for 8 weeks. In addition, individual sessions will be conducted every 2 weeks or as clinically necessary.
3. For clients referred to EW and upon meeting criteria for admission to Detox services, clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, medical-assisted detox, as well as such other services typically included in a stay for medically managed detox services in a residential setting.
4. EW shall provide the services outlined above in accordance with (i) the same standard of care, skill and diligence customarily used by similar providers in the community in which such services are rendered, (ii) the requirements of applicable law, and (iii) in the same manner as provided to other City clients.
5. EW will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment.

Exhibit 1

6. EW Clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client:
 - a. Would not benefit from clinical services;
 - b. Does not meet criteria;
 - c. Does not currently have capacity for progress in an individual therapeutic setting due to cognitive functioning and limitations and/or medical needs are beyond what the facility can manage; or
 - d. Needs higher medication management as evidenced by unmanaged severe mental health symptoms impeding ability to engage in treatment
7. EW will bill for all sessions in accordance with the fee for service payment arrangement attached to this contract.
8. EW and MHC will share treatment plan records. EW will share weekly to biweekly with MHC staff and community mental health providers via phone or email updates of the court participants engagement in treatment and if progressing or regressing. MHC will work with EW to ensure appropriate authorizations are in place pursuant to HIPAA and 42 CFR Part 2 to enable such information sharing.
9. MHC clients will be seen by a licensed clinician while engaged in EW services who will hold one of the following licensures: LMFT, LPC, LMFT-A, LMSW, LCDC A/I or LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to MHC clients.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES

1. Mental Health Court Staff will complete a financial assessment with the court participant to assess if they have insurance and/or the ability to pay.
2. If the court participant does have insurance accepted by Evoke, the court participant will be required to use that insurance to cover the cost.
3. If the court participant:
 - A) does not have insurance;
 - B) has insurance but cannot pay the copay; or
 - C) does not have the ability to pay out of pocket for treatment

Then the City will provide the financial support to cover the co-pay or full cost of treatment (whichever cannot be financially contributed by the court participant) that the court participant needs to comply with the requirements of the court.

EW will invoice the City monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days. Invoices will be sent to cosmap@sanmarcostx.gov.

4. As indicated, MHC will issue an IRS form 1099.
5. EW reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

Exhibit 1

6. Based off of the Financial Assessment MHC clients who cannot pay for treatment out of pocket or cannot pay the co-pay with commercial insurance may qualify for a scholarship from Evoke Wellness to receive treatment at no cost to the City. The number of people that Evoke Wellness can provide scholarships for will be maximum 5 individuals per year. These individuals will be staffed with Evoke staff and evaluated by their staff to determine that they meet criteria for their treatment services before this decision is made.

SUPPLEMENTAL TERMS AND CONDITIONS

1. MHC and EW agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by MHC and EW.

2. The City, MHC, and EW agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract.

3. During the performance of this Contract, the City, MHC and EW agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. The City, MHC, and EW further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.

4. EW agrees to notify MHC in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. The City, MHC, and EW further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.

5. This Contract may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (grants and cooperative agreements with state and local governments) or other federal law or regulation, EW will comply with all applicable regulations as listed in Appendix "A"-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

6. EW may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management System (SAM). Certification and registration required as outlined in Appendix "B".

INSURANCE REQUIREMENTS

1. EW shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by EW, their agents, representatives, employees, and/or subcontractors.

2. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:

a. General Liability: COMMERCIAL GENERAL LIABILITY

b. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.

Exhibit 1

c. For the purpose of this Contract section, “Professional Services” shall mean any services provided by a licensed professional.

d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

TERM OF THE AGREEMENT

1. The period of performance of this agreement shall be from July 10, 2024 until July 9, 2025 and shall renew automatically for one-year terms unless either EW or the City gives thirty (30) days or more advance written notice of intent to not renew.

AMENDMENT

1. This contract may be amended through the mutual agreement of EW and the City. Either organization may initiate a proposed amendment.

2. All agreed upon amendments shall be communicated in writing and signed by both the City and EW.

TERMINATION

1. It is the intention of MHC and EW to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible EW and the City will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.

2. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.

3. EW and the City shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:

a. EW or the City commits a material breach of this Contract.

GOVERNING LAW AND ORDER OF PRECEDENCE

1. This Contract shall be governed by the laws of the State of Texas. Venue for any case or controversy arising from or in connection with this Contract shall lie in a court of competent jurisdiction in San Marcos, Texas or in the United States District Court for the Western District of Texas—Austin Division, if applicable.

2. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable federal statutes and regulations in regards to federal funding only; Texas State statutes and regulations; express terms of this Contract; exhibits of this Contract.

2. If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

ENTIRE CONTRACT

1. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.

Exhibit 1

2. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.

3. In witness whereof, the parties hereto have executed this Contract as of the Initiation Date.

Signature (Evoke Wellness)

Date:

Name:

Title:

Signature (City of San Marcos)

Date:

Name:

Title: