

## **INTERLOCAL AGREEMENT**

### **Hidalgo County Commissioner's Court acting by and through the Office of Constable, Precinct 5 and Tropical Texas Behavioral Health**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and Hidalgo County, by and through the Precinct 5 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

#### **I. Objectives and Goals**

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHOP) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign 1 Officer to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver). Officers serving on the task force will have the authority to intervene in cases involving

individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

## **II. Extent of Authority**

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

## **III. Creation of an Advisory Board**

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as MHOT, -supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

## **IV. Mental Health Officers Duties**

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

- A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
- B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

## **V. TTBH Responsibilities**

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service quality, health

outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

## **VI. Training**

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

## **VII. Seizure of Contraband and Weapons**

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

## **VIII. Equipment**

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to MHOT

if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

## **IX. Compensation**

### **Agreement Amount**

#### **a. Base Pay - Salaries, Allowances, Fringe Benefits**

Base Pay is defined as compensation for an 80 hour work period, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for two Precinct 5 Deputy Constable assigned to the MHOT shall not exceed \$192,843.00 for the period of 04/17/18 – 08/31/19.

#### **b. Overtime Pay**

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for two Precinct 5 Deputy Constable assigned to the MHOT shall not exceed \$17,375.00 for the period of 04/17/18 – 08/31/19.

### **Basis for Calculating Reimbursable Costs**

- A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.
  
- B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

- C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.
- D. The Hidalgo County Constable, Precinct Number 5 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.
- E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.
- F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH
- G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:
  - 1. Shall not exceed five percent (5%) of either line-item;
  - 2. Shall not alter the intent of this Agreement; and
  - 3. Total expenses do not exceed the maximum Agreement amount.
- H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.
- I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.
- J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

**Unallowable Costs include:**

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

**Questionable Expenditures:**

Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

### **Payment for Services**

A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

### **X. Term**

This Interlocal Agreement will be effective from April 17, 2018 to August 31, 2019. Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

**XI. Compliance with All Laws**

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

**XII. Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

**XIII. Breach of Obligation**

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

**XIV. Venue**

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

**TROPICAL TEXAS BEHAVIORAL HEALTH**

**COUNTY OF HIDALGO, TEXAS  
COUNTY JUDGE**

\_\_\_\_\_  
W. Terry Crocker  
Chief Executive Officer

\_\_\_\_\_  
Ramon Garcia  
Hidalgo County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

**APPROVED AS TO FORM:**

**Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.**

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney