

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF LUBBOCK, TEXAS, AND
LUBBOCK REGIONAL MHMR CENTER DBA
STARCARE SPECIALTY HEALTH SYSTEM**

This agreement is made the **23rd** day of **June, 2021**, by and between **the City of Lubbock, Texas** ("City"), a municipality incorporated under the laws of the State of Texas, and **Lubbock Regional MHMR Center DBA StarCare Specialty Health System** ("StarCare"), a community mental health center and a governmental unit of the State of Texas under the Texas Health and Safety Code Chapter 534.00(c)(2) as amended, for purposes of establishing and maintaining the terms under which the Parties shall provide each other with services as follows:

WHEREAS, the City of Lubbock and StarCare desire to create a community-based initiative of experienced professionals to engage individuals experiencing crises related to behavioral health in the territorial limits of the City of Lubbock; and,

WHEREAS, the City of Lubbock agrees to provide law enforcement services by assigning professionals from its Police Department; and,

WHEREAS, StarCare agrees to provide Qualified Mental Health Professional services; and,

WHEREAS, the City of Lubbock and StarCare desire to create a Community Crisis Intervention Team (Lubbock Community Crisis Intervention Team-"LCCIT"), which is a community-based initiative to engage individuals experiencing a crisis related to behavioral health for the purpose of offering outreach and follow up services for the individuals; and,

WHEREAS, the City of Lubbock and StarCare desire to set forth in the Interlocal Cooperation Agreement the specific terms and conditions of the services to be performed and provided by the assigned professionals from both the City of Lubbock and StarCare.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERMS OF AGREEMENT.

This Agreement will be effective as to each Party on June 23, 2021, and shall continue in force and remain binding on each Party until August 31, 2022. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless either Party terminates its participation in writing with sixty (60) days written notice.

2. FAILURE TO ADAPT CLAUSE.

Either party may notify the other party in cases of perceived misconduct or poor performance of program staff. At any time, either party may request the other party reassign or remove staff from the LCCIT. Parties will consider the request and collaborate with the other party for resolution; provided that the final decision regarding staff assignment or retention remains with the staff member's organization.

3. GOALS AND OBJECTIVES.

- 3.1 It is understood and agreed that the Parties share the following goals and objectives with regard to the Crisis Response Team:
- a. The LCCIT will be comprised of one City Police Officer and one StarCare Mental Health Provider;
 - b. The LCCIT will respond to behavioral health crisis calls together and will perform outreach and follow up services to individuals known to the team for the purpose of engagement.
 - c. The LCCIT is a community-based initiative that engages individuals experiencing a crisis related to behavioral health for the purpose of offering outreach and follow up services for the individuals.
 - d. The team will co-locate and office at the Lubbock Police Department, working primarily as a mobile response unit.

4. CITY RESPONSIBILITIES. The City will:

- 4.1 Assign Primary, Secondary and Alternate Police staff who possess the willingness and capacity to work together in a joint operational nature to serve on the LCCIT.
- 4.2 Ensure all peace officers assigned to work on the LCCIT have advanced Mental Health training by the Texas Commission on Law Enforcement (TCOLE)
- 4.3 Assign the Police officers on the LCCIT and be solely responsible for all conditions of employment including salary, benefits, scheduling and discipline in accordance with City and Departmental policies and procedures, and state law.
- 4.4 Coordinate with StarCare for costs not fully provided by the City and assist with data, and assistance in seeking grants if needed for future LCCIT costs such as personnel, supplies, equipment, and operating expenses related to this Agreement.
- 4.5 Provide Criminal Justice Information Services Division (CJIS) training to StarCare staff in relation to the protection and information sharing policies and protocols of citizens' protected information.
- 4.6 Monitor the effectiveness of the LCCIT by sharing data related to LCCIT responses to 911 calls regarding behavioral health crises.
- 4.7 Coordinate with StarCare to assist in developing, evaluating, and monitoring the LCCIT operating policy, and work with StarCare in a joint operational nature to maintain its effectiveness.

5. STARCARE RESPONSIBILITIES. StarCare will:

- 5.1 Assign the Crisis Specialist (Qualified Mental Health Professional) staff on the LCCIT and be solely responsible for all conditions of employment including salary, benefits, scheduling and discipline in accordance with Center policies and procedures.
- 5.2 Provide at no cost to the City, training for LCCIT staff including Mental Health First Aid for First Responders.
- 5.3 Serve as the fiscal agent for grant, fundraised or donated funds given to support the work of the LCCIT and provide regular financial balance reports (for grant/funds raised for LCCIT) to the West Texas Mental Health Collaborative Emergency Detention Workgroup and Chief of Police.
- 5.4 StarCare staff will be required to wear a ballistic vest while riding in patrol vehicles or responding to calls under this agreement.

6. BUDGET.

- 6.1 Each year the LCCIT will formulate a budget for operational expenses. Each entity agrees to cover the salary and benefits cost for its LCCIT staff.
- 6.2 The City agrees to cover the cost for the LCCIT's vehicle and necessary equipment, fuel, maintenance and insurance costs.
- 6.3 At the conclusion of this Agreement, all equipment or furnishings purchased by the City or StarCare related to this Agreement, shall become the property of the purchasing entity. This provision does not limit the right of the parties to agree otherwise in writing at the time of purchase.
- 6.4 The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any of the Parties fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the Parties fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that Party and the Party shall then have no further obligation to the any other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, any other Party's sole and exclusive remedy shall be to terminate this Agreement. If this agreement is between governmental entities, as defined by Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party

7. INSURANCE.

- 7.1 The City of Lubbock is self-insured. The City will carry the appropriate general liability, law enforcement liability and workers compensation coverage
- 7.2 StarCare is a member of the Texas Council Risk Management Fund. StarCare should carry the appropriate liability, professional liability (malpractice liability) and workers compensation coverage
- 7.3 No Waiver of Immunity. To the extent permitted by law, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with their own actions, and the actions of personnel in providing assistance rendered or performed pursuant to the terms and conditions of the Agreement. Each Party agrees to obtain general liability, public officials' liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- 7.4 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provisions. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 7.5 Indemnification. The parties expressly acknowledge that their authority to indemnify and/or hold harmless another party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require one governmental entity to indemnify another party, including another governmental entity, is invalid

8. COMPLIANCE WITH ALL LAWS.

- 8.1 This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, and

the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas.

- 8.2 Regarding Confidentiality, the purpose for the sharing of information amongst LCCIT members and related first responder personnel is appropriate when the situation involves: a crisis, a community safety issue, and/or is deemed necessary in order to provide continuity of care.

9. CONFIDENTIALITY OF CRIMINAL JUSTICE RECORDS AND PROTECTED HEALTH INFORMATION

9.1 Confidentiality of Criminal Justice Records and of Protected Health Information of Covered Individuals Served by this Agreement.

- a. The Parties agree and acknowledge that in receiving, storing, processing, or otherwise dealing with individuals' information, if any, accessed or generated during services provided in connection with this Agreement, that it is bound by the provisions of laws, statutes, and regulations protecting the confidentiality of that information.
- b. The Parties agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, it is bound by the provisions of 42 C.F.R. Part 2 and Drug Abuse and Treatment Act of 1972, relating to drug abuse.
- c. The Parties agree and acknowledge that in receiving, storing, processing or otherwise dealing with criminal justice information, if any, including criminal history records pertaining to or about a person encountered in connection with LCCIT activities, they are bound by the confidentiality provisions of state and federal law, including those contained in the Texas Code of Criminal Procedure
- d. The Parties agrees to follow, undertake, or institute appropriate procedures of safeguarding an individual's information obtained in the course of responding to calls for service, if any, with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's criminal history, medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has been a client of the facility, center, or other designated Contractor.

9.2 Protected Health Information

- a. The City must maintain the confidentiality of information received during the performance of this Agreement, including Protected Health Information (PHI) and any other information that discloses confidential personal information or identifies any individual served under this Agreement, in accordance with applicable federal and state laws and DSHS and DADS rules, including but not limited to 42 CFR Part 2; 45 CFR Parts 160 and 164; Occupations Code, Chapter 159; HSC, Chapter 85; HSC, Chapters 595 and 611; and Title 25, TAC, Chapter 414, Subchapter A.

- b. The City may only receive and disclose individually identifiable PHI, as defined in 45 CFR §164.501, to carry out City duties relating to treatment, payment or health care operations, as defined in 45 CFR §164.501, and as required under this Agreement. When using or disclosing PHI or when requesting PHI from another entity, the City must make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. The City agrees to comply with all applicable HIPPA regulations.

10. NO JOINT ENTERPRISE

- 10.1 This agreement is not intended to, and shall not be construed to create, any joint enterprise between the parties.

11. SEVERABILITY

- 11.1 If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

12. BREACH OF OBLIGATION

- 12.1 This Agreement contains in its entirety all of the performance 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 the agreement.

13. VENUE

- 13.1 This agreement shall be governed by and construed in accordance with the law of the State of Texas. Venue for dispute under this agreement shall lie in Lubbock County, Texas.

StarCare Specialty Health System



Beth Lawson, CEO

StarCare Specialty Health System

City of Lubbock

Daniel Pope, Mayor

City of Lubbock, Texas

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO CONTENT:



Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

Training Requirements

The following topics are covered with in CIT40 (TCOLE 1850):

- Developing a Basic Understanding of CIT
- Defining and Discussing the Meaning and Implications of Crisis
- Increasing Awareness of Mental Illness and Associated Adversity
- Mental Health Conditions Most Commonly Encountered by Law Enforcement Officers
- Effective Communication Skills to Aid in Working with a Possible Mental Health Crisis
- Deinstitutionalization, Crime and Homelessness as they Relate to Mental Health Issues
- Legal Considerations for a Police Officer Intervening During a Mental Health Crisis
- Jail Diversion Programs and Alternative Options
- Accessing Mental Health Resources in Your Area
- Law Enforcement Mental Wellness and Practical Application

StarCare required trainings

- Human Rights
- Compliance
- Health Insurance Portability and Accountability Act (HIPPA)
- Mental Health First Aid (MHFA)

Background check and Miscellaneous forms

- Criminal History Inquiry through NCIC/TCIC
 - NCIC Interstate Identification Index Record Request
 - Fingerprints
 - Name file entries with the City of Lubbock
 - Want and Warrant check
 - Each team member from StarCare that participates in the LCCIT will sign a Waiver of Liability and Hold Harmless Agreement for Lubbock Police Department's Ride-Along Program.
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