

RESOLUTION NO. 18-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT WITH THE DALLAS COUNTY HOSPITAL DISTRICT D/B/A PARKLAND HEALTH AND HOSPITAL SYSTEM FOR BIOTEL/EMS SYSTEM SOCIAL WORK AND EMERGENCY MEDICAL TECHNICIAN /PARAMEDIC SUPPORT FOR THE SOUTHEAST COLLABORATION CRISIS INTERVENTION TEAM IN AN AMOUNT NOT TO EXCEED \$607,178.00 FOR FISCAL YEARS 2021-22 AND 2022-23; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2020, the Mesquite City Council approved Resolution No. 63-2020 authorizing the City Manager to execute and submit a multi-jurisdictional grant application to Dallas County under the New Directions in Public Safety Grant Program (“**Grant**”); and

WHEREAS, on May 3, 2021, the Mesquite City Council approved Resolution No. 23-2021 authorizing the acceptance of the Grant; and

WHEREAS, on June 21, 2021, the Mesquite City Council approved Resolution No. 34-2021 authorizing the City Manager to execute an Interlocal Agreement with the cities of Balch Springs, Seagoville, and the Town of Sunnyvale to create the Southeast Collaboration Crisis Intervention Team (“**Team**”) and establishing the governance of the program by the Southeast Alliance Governance Board per the provisions of the Grant; and

WHEREAS, on August 16, 2021, the Mesquite City Council approved Resolution No. 44-2021 authorizing the City Manager to enter into an Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health and Hospital System for staffing for one mental health response team consisting of one social worker and one emergency medical technician/paramedic for Fiscal Year 2021-22; and

WHEREAS, due to the success and resulting demand being put on this new response resources, the Southeast Alliance Governance Board voted on January 11, 2022, to add a second response team; and

WHEREAS, the proposed Amendment No. 1 includes (a) restating the agreed to price of \$176,089.00 per year for the first mental health response team (\$14,674.08 per month); (b) adding a second team consisting of one social worker and one paramedic for the price of \$180,000.00 per year (\$15,000.00 per month) starting on May 1, 2022; (c) changing the payment terms from yearly to monthly; (d) extending the current term of the Interlocal Agreement to September 30, 2023; and (e) adding the required medical direction fee for both teams (fee included in the price of the second team); and

WHEREAS, the Grant for the Team will provide 100 percent funding for this agreement for the two-year grant period.

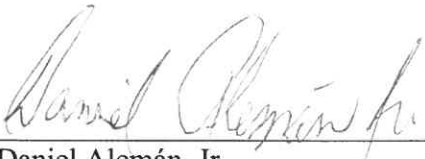
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. The City Council hereby authorizes the City Manager to finalize and execute Amendment No. 1 to the Interlocal Agreement with the Dallas County Hospital District d/b/a Parkland Health and Hospital System for BioTel/EMS System social work and emergency medical technician/paramedic support for the Southeast Collaboration Crisis Intervention Team in an amount not to exceed \$607,178.00 for Fiscal Years 2021-22 and 2022-23, and to take all actions necessary for administration of the Agreement.

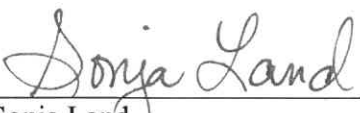
SECTION 2. That should any word, sentence, clause, paragraph or provision of this resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this resolution shall not be affected and shall remain in full force and effect.

SECTION 3. That this resolution shall go into effect immediately from and after its passage.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 18th day of April 2022.

  
\_\_\_\_\_  
Daniel Alemán, Jr.  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
David L. Paschall  
City Attorney

**AMENDMENT NO.1 TO INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MESQUITE, TEXAS  
AND DALLAS COUNTY HOSPITAL DISTRICT  
d/b/a PARKLAND HEALTH**

This Amendment is entered into by and between the City of Mesquite ("CITY") and the Dallas County Hospital District d/b/a Parkland Health, formerly d/b/a Parkland Health & Hospital System ("PARKLAND").

**WHEREAS**, PARKLAND and CITY are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2021, (the "Agreement"); and

**WHEREAS**, PARKLAND and CITY wish to amend such Agreement in the manner which is more fully set forth below; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, PARKLAND and CITY hereby agree as follows:

1. Section I, DESCRIPTION OF SERVICES shall be amended and restated in its entirety as follows:

1. For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide EMTs/paramedics (2.0 Full Time Employees) and licensed social workers (SW) (2.0 Full Time Employees) services for the CITY's MDT hereinafter called the "Services."

2. The Services are to be performed and to conform to the Scope of Services attached hereto as **Exhibit A** and fully incorporated herein for all purposes.

3. PARKLAND and its employees, agents, subcontractors, or associates shall perform all of the services under this Agreement. PARKLAND represents and warrants that all work performed under this Agreement shall be performed in a professional manner by individuals competent to perform the tasks undertaken and the completed work shall comply in all respects with the requirements of this Agreement. In providing services under this Agreement, PARKLAND and its employees, agents, subcontractors, or associates will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

2. Section IV, PAYMENT shall be amended and restated in its entirety as follows:

Total payments by the CITY during the Agreement Term shall not exceed SIX HUNDRED AND SEVEN THOUSAND ONE HUNDRED AND SEVENTY-EIGHT AND 00/100 DOLLARS (\$607,178.00).

For the Agreement Term from October 1, 2021 through April 30, 2022, payment in the amount of ONE HUNDRED TWO THOUSAND SEVEN

HUNDRED EIGHTEEN AND 56/100 DOLLARS (\$102,718.56) shall be made upon City Council approval and execution of this Amendment by the CITY. For the Agreement Term from May 1, 2022 through September 30, 2023, equal monthly payments in the amount of TWENTY-NINE THOUSAND SIX HUNDRED SEVENTY-FOUR AND 08/100 DOLLARS (\$29,674.08) shall be made by the CITY upon receipt of invoices from PARKLAND.

This Agreement cannot be an unfunded liability of the CITY in violation of the Texas Constitution's unfunded debt prohibition applicable to home-rule cities. All expenditures to be made by the CITY under this Agreement are subject to the City of Mesquite's appropriation of funds for such purpose to be paid in the budget year for which they are made. All payments made by the CITY for any goods or services pursuant to this Agreement shall be made only from current lawfully appropriated revenues available to the CITY for such purpose. Accordingly, the parties agree that if the City Council of the City of Mesquite fails to appropriate funds in any fiscal or budget year for the payment of any goods or services to be provided under this Agreement or any other sum due under this Agreement, the CITY may terminate such services and this entire Agreement without liability and without penalty by giving PARKLAND written notice of such termination. To the extent of conflict, this provision supersedes any conflicting terms or conditions which are part of this Agreement.

3. The term of the Agreement shall be renewed through September 30, 2023.
4. **Exhibit A** shall be modified and restated in its entirety as attached.
5. This Amendment is effective as of the 18<sup>th</sup> day of April 2022.
6. Except as modified by this Amendment, the Agreement remains in full force and effect between the parties.

(Remainder of page intentionally left blank – Signatures on following page)

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a  
Parkland Health & Hospital System**

By: *Richard Humphrey*  
Richard Humphrey (Mar 30, 2022 13:47 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Mar 30, 2022

**The City of Mesquite, Texas**

By: *Cliff Keheley*

Name: Cliff Keheley

Title: City Manager

Date: 4.26.2022

ATTEST:  
By: *Sonja Land*  
Sonja Land, City Secretary

APPROVED AS TO FORM:  
David L. Paschall, City Attorney

By: *Rita Ballard*  
Assistant City Attorney

**EXHIBIT A**  
**Scope of Services for Public Safety Licensed Social Work and Paramedic Services**

**Background**

Southeast Alliance Community Care Team provides a multidisciplinary team capable of immediate mobilization and response 10 hours per day Monday through Friday. The team is comprised of distinct but integrated components. These include a licensed social worker (LSW) and emergency medical technician (EMT)/paramedic providers. Collectively, these components emphasize a coordinated approach to persons experiencing a behavioral health need, persons identified through 911 use or persons referred by community stakeholders as utilizing emergency service to meet basic physical health, behavioral health or self-care needs who require resource connection.

The overarching goal of the Southeast Alliance Community Care Team is improvement of citizens' overall health and well-being, decrease in over-utilization of scarce EMS and law enforcement resources for lower acuity, non-medical or criminal justice needs, the connection of citizens to the appropriate level of physical health and psychiatric care, and maintenance of their overall wellbeing through the coordination and connection to ongoing service providers. By utilizing a partnership between an LSW and EMT/paramedic, Southeast Alliance Community Care Team increases the ability of law enforcement and EMS to focus on providing acute medical services and addressing community safety needs while providing an avenue for first responders to refer citizens for more intensive evaluation and service coordination. Southeast Alliance Community Care Team will ensure continuity of care following intervention in the community, hospital transport or emergency detention, and provide prevention and intervention services. Southeast Alliance Community Care Team is a referral-based, follow-up, and homeless outreach program intended to serve as a co response team to emergency 911 calls for behavioral health, mental health or emergency medical services.

1. **Staffing**
  - A. 2 full time (2.0 FTE) Licensed Social Worker (LSW) employed by Parkland will provide coverage Monday through Friday to ensure at least one team is available from 7:00 AM- 8:00 PM to the Southeast Alliance Community Care Team.
    - a. If additional hours of coverage are needed, then the option of PRN BioTel LSWs can be utilized if available at an additional cost per hour at the Parkland overtime rate.
  - B. 2 full time (2.0 FTE) emergency medical technician (EMT)/paramedic employed by Parkland will provide coverage Monday through Friday to ensure at least one team is available from 7:00 AM- 8:00 PM to the Southeast Alliance Community Care Team.
    - a. If additional hours of coverage are needed, then the option of PRN BioTel paramedics can be utilized if available at an additional cost per hour at the Parkland overtime rate.
  - C. Any changes to the schedule will need to be discussed and agreed upon with BioTel Medical Direction leadership team.
  - D. LSW and EMT/paramedic will wear team uniforms.

2. Roles and Responsibilities

A. LSW

- a. The LSW is the behavioral health expert on the Southeast Alliance Community Care Team.
- b. The LSW is responsible for assessment of citizens with behavioral health needs, understanding signs and symptoms of DSM V diagnoses, substance intoxication and the recommendation of appropriate community resources for mitigation and management of mental health, behavioral health or social needs.
- c. The LSW is responsible for maintaining documentation of care plans for identified citizens in the mutually agreed upon care record, Parkland's electronic health record.
- d. The LSW is also uniquely suited to address issues related to both medical and behavioral health service coordination, social determinants of health, de-escalation and mediation in families and individuals. The LSW is responsible for knowledge of both medical and behavioral health resources in the community and the ability to successfully connect people with complex needs to those resources.
- e. The LSW will be directly supervised by BioTel Social Work leadership in conjunction with BioTel Medical Direction leadership team. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

B. EMT/Paramedic

- a. The EMT/paramedic is the medical expert on the Southeast Alliance Community Care Team.
- b. The EMT/paramedic is responsible for the medical evaluation utilizing the BioTel Clinical Practice Guidelines in order to ensure the citizen is medically stable and no underlying medical condition is appearing as a mental health emergency.
- c. The EMT/paramedic is responsible for maintaining documentation of the patient's medical evaluation in the mutually agreed upon care record, Parkland's electronic health record.
- d. The EMT/paramedic will be directly supervised by BioTel Social Work Manager in conjunction with BioTel Medical Direction leadership team. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

3. Additional Services

- A. Periodic meetings, at least quarterly, will be scheduled between Mesquite's Director of Neighborhood Services and Parkland BioTel representatives to assess the program and services provided and recommended improvements.
- B. LSW can assist with the coordination and development of education related to their area of expertise for City of Mesquite Public Safety workers. This could include education on working with vulnerable or at-risk populations, mental or behavioral

health issues, continuum of care issues, cultural sensitivity or other areas identified by the Southeast Alliance Community Care Team or city leadership.

C. Off-Line Medical Direction: Parkland Shall provide four (4) hours of off-line medical direction per month under this Agreement.

a. Additional Hours of offline medical direction will be provided at an hourly rate of \$200.00 per hour, to be billed to the City of Mesquite.