

Interlocal Agreement For Sharing Suicide Data

The City of Austin, a Texas home rule municipality, through its Health and Human Services Department (referred to as City or HHSD), and Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care (ATCMHMR), a community center under Chapter 534 of the Texas Health and Safety Code, enter into this Interlocal Agreement for Sharing Suicide Data (Agreement), to be effective on April 10, 2010 (Agreement). House Bill 1067, which was enacted during the 2009 Texas legislative session (H.B. 1067) authorizes the local vital statistics registrar and certain other “authorized entities”, as defined in H.B. 1067, to enter into agreements to share specific information about Deaths by Suicide. ATCMHMR will compile and evaluate suicide data and has requested that the local vital statistics registrar’s office in HHSD provide authorized information. This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code.

Definitions of terms used in this Agreement are provided in Appendix A, which is hereby incorporated in this Agreement as if set forth in full.

I. Responsibilities of HHSD: It is agreed that HHSD will:

- Produce quarterly reports on Deaths by Suicide in the City from death certificate data. Reports will be sent to the Executive Director of ATCMHMR or his authorized designee by the 15th of the month following the end of each calendar quarter (e.g. April 15, July 15, October 15, January 15). The quarterly reports will be limited to the following data (as specified in H.B. 1067) for each Death by Suicide reported during the quarter:
 - the deceased individual’s date of birth, gender, and zip code of residence
 - the suicide method used by the deceased individual, if known
 - the date of the deceased individual’s death

Produce an annual report on Deaths by Suicide in the City of Austin, Texas by May 1st. The annual report will be comprised of a summary of the quarterly report information and the following additional categories of information for the immediately preceding calendar year, provided that the additional information has been provided to City by Texas State Department of Health Services: decedent’s race or national origin; name of college or school the decedent was attending at time of death; and decedent’s status as a veteran or member of the armed forces. The parties agree that the annual report for calendar year 2010 shall be due on May 1, 2011, and shall include information from the effective date of the Agreement through December 31,

2010. The parties further agree that the data will not contain the deceased person's name or other identifying information.

- If, during the term of this Agreement, HHSD becomes the local vital statistics registrar for a jurisdiction outside of the City, upon approval by the jurisdiction's governing body, the reports described above will be expanded to include data authorized by H.B. 1067 from the jurisdiction.
- Develop, within the limits of available staff and resources, an internal process for ongoing monitoring of Deaths by Suicide and alert ATCMHMR's Executive Director or his authorized designee if formation of a Suicide Cluster is suspected between quarterly reports.

II. Responsibilities of ATCMHMR

It is agreed that ATCMHMR will:

- Designate a key staff contact, in addition to the Executive Director, to receive and review the data reports produced by HHSD. If permitted by law, the staff contact may share data with other groups that are working collaboratively on suicide prevention and Postvention.
- Upon request by City, designate a qualified staff member or representative to provide a reasonable amount of assistance to HHSD with development of the annual report described in Section I of this Agreement. This individual may or may not be the designated key staff contact.
- Use data from the quarterly and annual reports, along with information from other sources, only in accordance with applicable laws and regulations and, in ATCMHMR's sole discretion, to plan and implement Postvention and prevention initiatives in collaboration with other Community Partners (and with HHSD, if HHSD so chooses).
- Determine, either separately or in collaboration with other ATCMHMR-authorized entities under H.B. 1067 and Community Partners (within ATCMHMR's sole discretion), whether or not to act upon Suicide Cluster alerts by HHSD. Due to limitations of the data provided by HHSD, other sources of information will be used to monitor the possible emergence of Suicide Clusters and Suicide Contagion processes that contribute to the development of Suicide Clusters.
- On a quarterly basis, within thirty (30) days of the end of each calendar quarter, provide all information and reports generated with this data to HHSD.

III. General Terms

III.1 No Funding. The parties agree to cooperate to identify funding opportunities to support and expand this initiative.

III. 2 Term. The initial term of this Agreement shall be one year, beginning on April 10, 2010. The parties may renew the Agreement for up to three (3) additional one-year terms. Either party may terminate the Agreement with or without cause upon at least sixty (60) days written notice to the other party. In addition, either party may terminate this Agreement if the other party breaches any term of this Agreement and fails to cure the breach to the satisfaction of the non-breaching party within thirty (30) calendar days after receipt of written notice of the breach.

If either party wishes to amend the terms of this Agreement, it shall notify the other party in writing and specify the concerns or requested amendments. Each party acknowledges that any amendment to this Agreement must be approved in a written amendment signed by authorized representatives of each party.

III. 3 Notice. Any notice authorized or required under this Agreement shall be hand delivered or sent by certified mail, return receipt requested, to the individuals at the addresses set forth below, and shall be deemed delivered upon receipt.

City

David Lurie, Director, Health and Human Services Department
City of Austin
7201 Levander Loop, Building E
Austin, Texas 78702

With Copies to:

Raquel Moreno, Vital Statistics Registrar
City of Austin Health and Human Services
7201 Levander Loop, Building C
Austin, Texas 78702

David A. Smith, City Attorney
City of Austin Law Department
301 West 2nd, Fourth Floor
Austin, Texas 78701

ATCMHMR

David Evans, Executive Director
P.O. Box 3548
Austin, Texas 78764

Copy to:

General Counsel
ATCMHMR
P.O. Box 3548
Austin, Texas 78764

III. 4 Compliance with Law

Each party agrees to comply with all applicable federal, state and local laws in performing under this Agreement. Notwithstanding any other provision of this Agreement, neither party shall be obligated to disclose any information unless the disclosure of such information is authorized by law.

III. 5 Venue. This Agreement shall be governed by Texas law, and venue for any issue that arises regarding this Agreement shall be in Travis County.

III.6 Funding

This Agreement does not obligate either party to provide any funding, nor does it obligate either party to provide resources not identified in this Agreement.

III. 7 Assignment. This Agreement may be assigned only upon prior written approval of the other party.

III. 8 No Third Party Beneficiaries. This Agreement is not intended to confer rights or benefits upon any person or entity other than the parties.

City of Austin

David Lurie,
Director, Health and Human Services

Date

Austin-Travis County Mental Health and Mental Retardation Center

David Evans
Executive Director

Date

Appendix A: Definitions

Community Partners: local agencies, organizations, or individuals, other than the parties, with recognized expertise in suicide, as set forth in H.B. 1067, that regularly participate in community collaborations related to suicide prevention.

Deaths by Suicide (or suicide deaths): deaths for which the “manner of death” specified on the death certificate is suicide.

Postvention: actions taken after a suicide or group of suicides occurs to help prevent more deaths by suicide.

Suicide Cluster: a group of suicides that occur closer together in time and space than would normally be expected in a given community. The CDC definition of a Suicide Cluster is the same, but includes suicide attempts (“is a group of suicides or suicide attempts...”). However, since the activities specified in this Agreement do not include suicide attempts, this phrase was omitted from the definition. HHSD will use local data from the past and professional judgment to determine how to apply the definition given above. However, it should be noted that experts in the area of suicide research and prevention have suggested that a group of suicides do not have to be verified by statistical analysis to be regarded and acted upon as a Suicide Cluster. Thus, the term “suspected” Suicide Cluster is used in this Agreement.

Suicide Contagion: the process in which suicidal behavior is initiated by one or more individuals following the awareness of a recent suicide threat, attempt or completion, or a fictional depiction of such behavior.