



Takoma Park City Council Meeting – April 19, 2023 Agenda Item 1

Presentation

Mental Health Crisis Counselors Pilot Program and Memorandum of Agreement with Montgomery County Department of Health and Human Services

Recommended Council Action

Discuss review of the City's Memorandum of Agreement and provide staff with any requests for information or further clarification that would assist in decision making prior to formal action and possible approval of the Agreement at the April 26 Council meeting.

Context with Key Issues

See attached supplemental memorandum.

Council Priority

Advancing a Community of Belonging; Engaged, Responsive, Service-Oriented Government.

Environmental Considerations

Montgomery County is similarly committed to reducing carbon emissions among its fleet of vehicles with a goal of becoming fully electric in the coming years. As the County will be providing the vehicle, it will be provided pursuant to those environmental goals.

Fiscal Considerations

As part of the City's adopted 5-year ARPA Spending Plan, \$600,000 in ARPA dollars are allocated for this two-year pilot program. This number represents the estimated cost of the salary and benefits of two mental health clinicians, approximately \$250,000/year, plus \$100,000 in salary contingency, fit-up costs, and any day-to-day administrative costs not already covered by the County.

Racial Equity Considerations

This project is squarely in-line with recommendations made by the Takoma Park Reimaging Public Safety Task Force whose recommendations were developed with a specific emphasis on addressing racial inequities that exist in government and services evolving around public safety.

Attachments and Links

- Memorandum, Bolduc, A. 4-14-23
- Memorandum of Agreement Between Takoma Park and Montgomery County



City of Takoma Park
City Manager's Office

MEMORANDUM

TO: Takoma Park City Council & Mayor
FROM: Andrew Bolduc, ARPA Manager
DATE: April 14, 2023
RE: Pilot Program MOA – County Mental Health Counselors

Overview

For Council's review for possible action at the April 26 regular Council meeting, please find attached to this memorandum a Memorandum of Agreement ("MOA") between Montgomery County and the City of Takoma Park. This MOA was generated for the purpose of outlining the respective roles and responsibilities necessary for the creation of a Community Crisis Intervention Team ("Mental Health Counselors") to exclusively serve the City of Takoma Park ("Program"). Under the MOA, this Program is for a limited two-year duration, or pilot period, at which time the two parties will evaluate the success of the Program and either discontinue or agree to an extension with adjusted terms.

Background/Timeline

On September 16, 2020, the Takoma Park City Council held a work session to discuss re-imagining the provision of public safety services in Takoma Park. Shortly thereafter, the Council established a task force to "advise and provide recommendations on ways the City can reform public safety policies and procedures to ensure racial justice."¹ This task force, made up of 14 community members, was supported by two City Councilors, the Mayor, a consultant and facilitators, and three members of the city's senior leadership team in an *ex-officio* capacity. The Task Force submitted a final report to Council on July 9, 2021. The report included a number of recommendations, including using ARPA funds to support a pilot program staffed by, "multiple mental health professionals who shall, among other things, respond to calls requiring mental health and substance abuse prevention services without police."²

As outlined in a November, 2021 internal memo from City Manager Fox to the Mayor and City Council, the Takoma Park Police Department ("TPPD") had already began an evaluation how the City could better address service calls with neighbors in mental health crises through a mental health crises intervention team. As outlined in the memo, the TPPD currently utilizes the services provided by Montgomery County Mobile Crisis Teams ("County Teams") when handling mental health related calls and in making referrals to various other agencies. However, these County Teams are not resourced to provide direct responses from local dispatch and meet the high call volume and service demands of every community in the county, particularly those the size of Takoma Park. In order to

¹ This resolution can be found in the Task Force Final Report, available on the City's [website \(https://takomaparkmd.gov/initiatives/project-directory/reimagining-public-safety/\)](https://takomaparkmd.gov/initiatives/project-directory/reimagining-public-safety/).

² [Task Force to Reimagine Public Safety Report, July 2021](#), at page 21.

improve service delivery for neighbors in crises and meet the City’s service demands, staff recommended the hiring of two mental health counselors directly in Takoma Park either as temporary city employees, or in a contract with a third-party provider. The estimated cost for either option was estimated around \$600,000 (salary, fringe benefits, and start-up costs) for two years.

Concurrent with pilot program discussions, city staff engaged with a consultant in a six-month process to develop a staff-recommended spending plan for use of the City’s \$17.5m ARPA funds. Following several Council work sessions and public hearings, a proposed FY22-26 ARPA spending plan was adopted via City Ordinance No. 2022-3³ in March, 2022, and included \$600,000 in ARPA funding to support this pilot program.

“[The] two-year pilot program will employ two mental health counselors on a full-time basis to respond to calls involving residents in crisis and suffering mental health issues. Counselors under the direction of the City Manager’s Office will work with City Departments and the Montgomery County Health and Human Services crisis teams to respond to active cases and to provide followup for identified residents. The goal of the pilot program is to address pressing mental health and related needs in the community and to move toward a non-policing approach to mental health crisis intervention.”⁴

Following this allocation in early 2022, City staff soon identified a clear model whereby the City would contract directly with Montgomery County Department of Health and Human Services to hire and supervise two mental health counselors based in and responding to calls in Takoma Park. This partnership quickly came to the fore as having several key benefits over a city-staffed model, specifically: 1) the County Team already has broad subject matter expertise in the supervision and implementation of mobile crises teams; 2) has extensive resources for practitioners professionally and in peer support; 3) has access to the county’s broad client database so that counselors can provide a high level of care through tailored interactions and treatment based on past-history, current medications, and other notes; 4) can directly refer individuals to the county’s extensive network of mental health service programs; 5) is presently implementing similar pilot programs in other Montgomery County communities; and, 6) would be able to fully fund this program through County general fund dollars if the program proves successful and continues after the pilot term.

For all the reasons listed above, City and County leadership began development of the MOA in early-mid 2022 with the hope of program implementation by July 1, 2022. For various reasons, particularly those associated with staff turnover and gross inefficiencies in external document review, this project has faced delays well beyond that start date.

Discussion

Memorandum of Agreement

³ Full text of ordinance available on the City’s website, <https://documents.takomaparkmd.gov/government/city-council/ordinances/2022/ordinance-2022-3.pdf>

⁴ City Ordinance No. 2022-3 at pg. 5.

As outlined above, the attached relatively brief MOA represents a year-long effort of discussions and delays. It is in part because of these delays and recent turnover in Council, Mayor, and City Management, staff felt it was appropriate to present this MOA for discussion and possible approval prior to the City Manager's execution of the document. This draft has been reviewed and approved as to form and legal sufficiency by the City Attorney. Please note, any substantive changes at this phase of development would likely require an additional round of review by both the city's attorney and the county.

For convenience, below are a few of the key provisions in the MOA:

Hiring & Supervision

- The County is responsible for recruiting, hiring, training, and primary supervision of two mental health counselors. These counselors will be hired at the Merit Therapist II grade in the County grade system which is equivalent to employees in its current County Teams.
- The County will manage employee pay-roll and benefits and invoice the City 100% of these total costs quarterly.⁵
- The County will cover all non-personnel costs including the purchase of a vehicle, any other transportation costs, training, orientation materials, uniforms, technology, office supplies, and equipment.
- The County shall ensure that its employees perform their duties and obligations with appropriate care, in a professional and ethical manner, and in accordance with applicable regulations.
- The City will assist in the interview process during recruitment and provide secondary supervision of the counselors in the performance of their day-to-day activities and in the field.⁶

Steering Committee

- A Steering Committee made up of three county representatives and two representatives from the City, the City Manager or designee and Chief of Police, will meet quarterly to evaluate the effectiveness of the Program and its staff, consider modifications to the scope of work as needed, and facilitate the ongoing collection and presentation of key Program metrics.

General Duties of Counselors & Scope of Work

- Both hired counselors will provide:
 - Response to dispatch calls for service and crises intervention;
 - Comprehensive professional clinical assessments, in the field and in follow-up treatment and case management;
 - Therapeutic case management services, tracking client progress, preparing and maintaining case files and preparing reports;

⁵ Total estimated salary and benefits for the two counselors is \$250,000/year.

⁶ While not specifically outlined in the MOA, it is expected the City will also provide office space. Desks are currently planned to be located on the first floor of the Community Center in the old code enforcement office. One of the many improvements planned for the Community Center Atrium is to eventually build a stand-alone suite for these offices.

- Referrals and coordinate treatment to provide appropriate linkage for clients to community services;
- Counseling for clients and family members to aid them in achieving better mental health function;
- Advocacy for clients and their families regarding eligibility for programs and services.

Project Timeline

- Following execution of the MOA, the County will immediately begin its recruitment efforts with the goal of interviewing and hiring qualified candidates by July with orientation and training occurring shortly after.
- Concurrent with recruitment efforts, the City and County will engage to further define the project scope and design as needed.

Other Miscellaneous Provisions

- The County will provide training to TPPD dispatchers in common triage protocols to support this Program so that dispatch will be able to best discern which calls require:
 - Mental health counselors only;
 - A co-response by both public safety officers and mental health counselors where the officers manage any imminent threats to public safety until it is safe for counselors to take over the scene;
 - Public safety calls only.
- Both County and City agree to comply with all applicable laws, including maintaining HIPAA compliance.
- Term shall be for two years, effective May 1, 2023.
- Boilerplate provisions, namely that the City and County shall operate as independent contractors jointly indemnifying each other from liability incurred performing its responsibilities under this agreement.⁷

Other Project Considerations

- It is the intent that City responsibilities under this Program will be overseen by the City Manager’s Office.
- The hours when counselors will be on-call has not yet been finalized but will likely be during the high-demand peaks of the day such as from 9-6pm. This may shift as Program data dictates.
- For counselors that call out sick or otherwise use PTO, the County may provide substitute staff from their County Teams.

Conclusion & Recommended Action

⁷ While not explicit in the MOA, it is implied that each party will maintain its own insurance coverage through the duration of the Term at its own cost and expense.

For discussion and review, please consider the attached MOA between the City of Takoma Park and Montgomery County and make any recommendations, guidance, or requests for additional information as needed prior to formal action and possible approval at the April 26 meeting. Two members of the Montgomery County Department of Health and Human Services who will oversee this Project and its staff will be available to answer any additional questions the City Council may have about the Program and their experiences leading the County Crises Teams.

MEMORANDUM OF AGREEMENT

between

**Montgomery County, Maryland by and through its
Department of Health and Human Services**

and

The City of Takoma Park, Maryland

This Services Agreement (the **Agreement**) is entered into as of the date of the last executed signature below (“Commencement Date”).

BETWEEN:

Montgomery County, Maryland by and through its Department of Health and Human Services, (the “Service Provider”) ; and **the City of Takoma Park, Takoma Park Police Department (TPPD)**, a local municipal public safety department, with its registered offices at 7500 Maple Avenue, referred to hereafter as the **Customer**.

Both parties are collectively referred to as the **Parties** and individually also as a **Party**.

1. INTRODUCTION

- 1.1 Public safety agencies are called to protect and serve the communities they work for. Perhaps the most difficult calls Police Officers (‘POs’) must respond to are those that involve persons in a crisis or affected by behavioral health crisis (BHC). Since POs may be first to arrive on-scene and to initiate contact with the person(s) with BH issues, scenarios like this require partnerships among public safety, the corrections system, behavioral/mental health (MH) professionals, the courts, and community members as appropriate.
- 1.2 When POs arrest people in BHC but proper follow-up treatment and diversion are not administered, people may face a cycle of incarceration, release, and recidivism due to the lack of attention to their emotional crisis or mental state. Absent proper partnerships in place to divert people with BHC or emotional crises to treatment, or proper training for POs to recognize signs of mental/emotional distress in community members they encounter, and fully understand and have access to resources through partnerships to divert such persons, this pattern may not improve.

WHEREAS:

The City of Takoma Park wishes to promote promising and evidence-based practices such as the Crisis Intervention Team (“CIT”) response model and the opportunity to enhance the existing training of their officers to recognize the signs of BHC or emotional crisis in people, manage difficult encounters, and partner with BHC experts when appropriate to successfully divert people to the necessary and most appropriate care.

Montgomery County Crisis Center serves as the local behavioral health authority, with strong ties to mental health providers and community organizations representing people with BHC and their families, has a long history of diverting people to needed mental health services, and identifying successful approaches to long-term change.

Montgomery County and the City of Takoma Park are committed to establishing a program that seeks to help the City of Takoma Park and their community stakeholders build positive partnerships, create a public safety agency culture that has additional tools and expertise available to navigate BHC issues, and develop and implement a more comprehensive CIT program for the Takoma Park Police Department adoption based on the specific needs of the agency. Currently Montgomery County and the TPPD often provide services to the same people with behavioral health needs and/or vulnerable persons and as such, it is believed this partnership will bring a better use of resources which results in better and more successful outcomes; and

WHEREAS

This project is funded with federal funds through the American Rescue Act (ARPA)/State and Local Fiscal Recovery Funds (SLFRF). The City of Takoma Park is the recipient of these funds. The

Montgomery County Department of Health and Human Services is a subrecipient of SLFRF from the City of Takoma Park and will receive up to \$600,000 over the two-year term to implement the Takoma Park Mental Health Crisis Counsellor's program.

The Takoma Park Mental Health Crisis Counselors Program is a two-year pilot program to have two mental health counsellors on a full-time basis to respond to calls involving Takoma Park residents in crisis and suffering mental health issues. The crisis team will respond to active cases and provide follow-up for identified residents. The goal of the pilot program is to address pressing mental health and related needs in the community

NOW THEREFORE, the Parties agree as follows:

2. PURPOSE

The Parties acknowledge that each Party has its various and respective roles and responsibilities with regard to people with behavioral health and/or vulnerable persons (as defined in this agreement) and will work collaboratively and cooperatively, to:

- proactively develop behavioral health Intervention strategies; and
- respond to behavioral health incidents.

- 2.1 This agreement will create a Community Crisis Intervention Team shared between the City of Takoma Park and the Montgomery County Department of Health and Human Services. The City of Takoma Park is procuring the services of two Mental Health Specialists.
- 2.2 The mission of the Community Crisis Intervention Team principally exists to promote communication and enhance the response of public and private agencies when summoned to intervene with individuals who are mentally ill, developmentally disabled or experiencing trauma in their lives.

3. AUTHORITY

- 3.1 The foundation of this agreement is established pursuant to the communication between the City Manager of the City of Takoma Park and the Montgomery County Office of the County Executive.

4. SCOPE OF THE AGREEMENT

- 4.1 This scope of this agreement covers the Takoma Park City Manager, Takoma Park Deputy City Manager, the Takoma Park Police Department, its Chief of Police, Deputy Chief of Police and any other command official with the TPPD in direct supervision of the Service Provider employees. This agreement applies to the Montgomery County Department of Health and Human Services, Chief of Behavioral Health and Crisis Services, Administrator of Crisis, Intake and Trauma Services, Manager of the Crisis Center and any other person with direct supervision of the clinician.
- 4.2 **General Scope.** Subject to the provisions of this Agreement, the Service Provider hereby undertakes with Customer to conduct and complete behavioral health service provision as set forth in Annex 1 (the Statement of Work). All services provided by Service Provider to Customer, whether pursuant to a formal contract, a purchase order, a project description (failing a project description, such project description shall be deemed to be a Statement of Work) or upon ad hoc requests for support, shall be subject to this Agreement.

- 4.3 **Provision of the Services.** In providing the Services and performing its obligations under this Agreement, Provider shall ensure that its required employees make reasonable efforts and perform their duties and obligations with appropriate care, in a professional and ethical manner and in accordance with applicable guidelines. DHHS shall follow the same procedures in providing a DHHS Merit Therapist II to the Customer in regard to staffing as they would during periods when a Merit employee is unavailable due to sickness, annual leave, or extended absence.
- 4.4 **Commencement of the Services.** Service Provider shall not be required to commence performance of the Services before receipt of the agreed materials, data and other information. In case of a delay in delivery, Service Provider shall be entitled to postpone the delivery date by the duration of such delay or to such later date as necessitated by Service Provider's planning capabilities.

5. DEFINITIONS. IN THIS AGREEMENT, INCLUDING PROVISIONS INCORPORATED BY REFERENCE (ADDITIONAL DEFINITIONS FOUND IN ANNEX 2):

Confidential Information means any information of a confidential or proprietary nature, whether of commercial, financial or technical nature, customer, supplier, product or otherwise, including information relating to specifications, software, process designs, process models, materials and ideas. Such information may be disclosed in any form, provided that it is disclosed reasonably in connection with this Agreement.

Crisis means situation (e.g., a traumatic change) that produces significant cognitive or emotional stress in those involved in it.

Crisis Intervention is an “umbrella term” used to describe a set of services designed to interrupt and/or ameliorate a crisis situation. Services may include: hotline/call center, Law Enforcement Crisis Intervention Teams (CIT), Mobile Crisis Teams (MCT's), Safe Stations, Crisis Beds, Urgent Care, Respite, and Crisis Centers. A multitude of other resources that support a comprehensive system of care exist; including facility-based resources such as short-term residential facilities and peer respite programs that offer step down options for individuals following a crisis episode.

Crisis Intervention Team (CIT) describes a program that is a community partnership of law enforcement, mental health and addiction professionals, individuals who live with mental illness and/or addiction disorders, their families, and other advocates. It is an innovative first-responder model of police-based crisis intervention training to help persons with mental disorders and/or addictions access medical treatment rather than place them in the criminal justice system due to illness-related behaviors. It is also intended to promote officer safety and the safety of the individual in crisis.

Crisis Services is an “umbrella term” used to describe services to stabilize and improve psychological symptoms of distress and to engage individuals in an appropriate course of treatment. The services are available to individuals in need of immediate attention for psychiatric or substance abuse symptoms, crisis services include an array of services that are designed to reach individuals in their communities through telephone “hotlines” or “warm lines,” and mobile outreach; and to provide alternatives to costly hospitalizations—such as short-term crisis stabilization units and 23-observation beds. Like emergency medical services, crisis services are intended to be available to the entire community. Those receiving services may include individuals with a history of severe and persistent mental illness or a substance use disorder (SUD), or those

who have never before used behavioral health services. They may be children, adults, or the elderly.

Key Employee means any director, officer or senior employee in a key capacity of a Party or an Affiliate of it and any of their employees in a key position in view of the performance of the Services, at any time until completion (and acceptance) of the Services.

Milestone means any deliverable or milestone as defined in the Statement of Work.

Work has the meaning ascribed to it in the relevant Statement of Work.

6. INTERPRETATION.

- 6.1 Except as otherwise defined, in this Agreement:
- (a) references to a communication **in writing** shall include e-mail and electronic messages accessible and printable by commonly used software applications;
- 6.2 **Schedules and priority.** The Annexes are an integral part of this Agreement and references to this Agreement include its Schedules and Annexes. In the event of any ambiguity or inconsistency between the provisions of a Schedule or an Annex and in the body of this Agreement, the latter shall prevail.

7. TASKS, RESPONSIBILITIES AND OBLIGATIONS

- 7.1 The Montgomery County Department of Health and Human Services (DHHS) will provide two merit employees licensed by the State of Maryland and maintained during employment as a DHHS Therapist II to the City of Takoma Park. The covered services provided to the Customer from the Service Provider are specified in the Statement of Work (Appendix A).
- 7.2 The Customer and Service Provider shall establish a Steering Committee to develop and agree to written policies and procedures regarding the Services provided hereunder.
- 7.3 Parties shall develop and agree to procedures and protocols which delineate public safety and behavioral health activities.
- 7.4 **Cooperation.** Customer shall cooperate with the Service Provider in all matters required for the performance of Service Provider's obligations under the Agreement. Customer shall promptly and fully respond to all communications of Service Provider relating to the provision of the Services and liaise with Service Provider on matters relevant to the provision of the Services.
- 7.5 **Credentials.** Service Provider will provide proof of verification of professional licensure and other information to the Customer as needed to confirm that staff employed by Service Provider or its contractors and or subcontractors are certified to provide the Work.
- 7.6 **The City of Takoma Park will be a part of the employee evaluation and hiring process for the DHHS Merit Therapist II position.**

8. WORK CHANGES

- 8.1 **Detailing of the Specifications, Changes to the Specifications.** Customer shall be entitled to further specify or detail the Specifications in writing, as it deems appropriate or desirable, provided that it does not affect the agreed service fees. Service Provider shall implement all such further specifications and detailing, except that if the specification or detailing results in a modification of work already completed by Service Provider in accordance with its internal planning, the costs of such modification shall be for the account of Customer. Either party may

request a modification of the Specifications. Any changes to the Specifications must be agreed upon, in writing, by the parties.

- 8.2 **Dispute settlement.** If the Parties disagree (a) whether a further specification or detailing of the Specification constitutes a modification of the Specifications, or (b) about the consequences of a Customer Change Request, or a Service Provider Change Request, the Parties shall first attempt to achieve an amicable solution. Parties shall escalate the dispute, as appropriate, within each party's chain of command.

9. STEERING COMMITTEE

- 9.1 **Establishment.** Parties shall establish a joint steering committee composed of representatives of each Party for conducting overall supervision of each Party's performance and the direction of the activities pursuant to this Agreement, as well as any matters that the Parties have delegated to such committee from time to time for their decision (the **Steering Committee**). Except to the extent the Parties agree otherwise, the terms for the Steering Committee shall be as provided in this Article 9.
- 9.2 **Organization.** Each Party shall appoint one representative and one alternate representative to serve on the Steering Committee. Each Party may change its representative or its alternate representative at any time by giving prior notice to the other Parties.
- 9.3 **Responsibilities.** The Steering Committee shall be responsible for:
- (a) the overall supervision and evaluations of the activities pursuant to this Agreement;
 - (b) deciding or approving on important matters related to a modification of the scope of the Project;
 - (c) evaluation of each Party's and each Party's employees' performance under this Agreement;
 - (d) the facilitation of the completion of metrics and delivery of deliverables in accordance with this Agreement; and
 - (e) Compliance.

10. ACCEPTANCE

- 10.1 Complaints about the Metrics or Work shall be made in writing and must be received by Service Provider not later than five working days from the date of delivery in respect of any defect, non-conformity or shortage that would be apparent from a quick scan inspection or 30 days after the date of delivery in respect of all other defects or non-conformities to the Specifications. Except to the extent required for testing purposes, the use or processing of the Work shall be deemed to be an unconditional acceptance of the Work and a waiver of all claims in respect of such Work. If no notice of defects or non-conformity to the Specifications has been received by Service Provider within the above time periods, the Metrics or Work shall be deemed to be accepted by Customer.

11. CONFIDENTIALITY

- 11.1 Parties will make certain that their activities are consistent with all applicable laws, regulations, and sound administrative practices and procedures.
- 11.2 **HIPAA Compliance.** Customer shall cooperate with Service Provider in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164, Maryland State and local laws and regulations governing confidentiality.

- (a) The Steering Committee will establish and agree on protocols to ensure the privacy, security, and confidentiality of protected health information.

11.3 **Release of Information.** No party shall release any confidential information regarding or resulting from this agreement to the public, government or outside stakeholders, except as required by law, including the Maryland Public Information Act (MPIA) without prior written approval of each party. This information includes, but is not limited to, press releases, promotional literature and research. The City of Takoma Park will be permitted to release the news of the creation of this program in Takoma Park to the community, as well as when appropriate, share positive news and highlights as to the effectiveness of this program for the betterment of our community and its members.

11.4 **Court orders.** In the event that Confidential Information is required to be disclosed by a party by virtue of a court order or statutory duty, the disclosing Party shall be allowed to do so, provided that it shall, without delay, inform the other Party in writing of receipt of such order or duty and enable the Party reasonably to seek protection against such order or duty.

12. PAYMENT

12.1 **Service fees.** The compensation for the Services in relation to the Statement of Work shall be as set forth in the Statement of Work (see Annex 1).

13. NON-SOLICITATION

No Party shall, until two years after the date of this Agreement, directly or indirectly, solicit or endeavour to entice away, any of the other Party's key employees with whom such Party (or an employee of such Party) has come into contact during the provision of the Services; provided, however, that a Party shall not be precluded or otherwise restricted from hiring or employing, or from having employment or hiring discussions with, any such person (a) who is not then employed by that other Party, (b) who contacts it without any solicitation by it, or (c) who responds to a general solicitation for employment placed by it or its agents in newspapers, journals, the internet, through recruiters or any media; and furthermore that any such generic solicitation shall not constitute a breach of this Agreement nor the Montgomery County Code of Ethics.

14. LIMITATIONS OF LIABILITY

14.1 The Service Provider and the Customer shall indemnify and hold each other harmless for the negligent acts or omissions of the indemnifying party's employees, agents, or officials in performing its responsibilities under this agreement. Any indemnification given by the Parties is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2002 Repl. Vol.) (the "LGTCA") (together the "County Indemnification Statutes"), all as amended from time to time.

14.2 **Indirect damages.** In no event shall either Party be liable in connection with this Agreement for incidental, indirect, special, consequential or punitive damages, including any damages based on loss of profits or lost revenues, or loss of information, production failure, impairment of other goods or otherwise, even if it has been advised of the possibility of such damages.

15. NOTICES.

15.1 Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth in the signatures area of this Agreement, or to such other address as the Participants shall designate in writing from time to time. Notices or communications to or

between the Participants shall be deemed to have been delivered: (a) by email notification; (b) by deposit in the U.S. mail when mailed by first class mail; (c) if sent by established courier service; or (d) when received by a Participant, if personally delivered.

16. FORCE MAJEURE

- 16.1 **Notification of Force Majeure.** Notwithstanding any provision hereof to the contrary, in the event of a disruption, delay or inability to complete the requirements of this Agreement due to natural disasters, acts of terror or other similar events out of the control of a Party, such Party shall not be considered to be in breach of this Agreement.

17. TERM AND TERMINATION

- 17.1 **Term.** This Agreement shall be effective as of the Commencement Date for a period of two years. Thereafter, both parties will evaluate extension of the agreement with adjusted terms. A Party may terminate this Agreement with effect from the end of the then current term by giving the other Party a written notice of no less than three months before the expiration of this Agreement.
- 17.2 **Material breach.** A Party may terminate this Agreement at any time for a material breach by the other Party. Where such breach is capable of being remedied, a Party may only terminate if the breaching Party has not remedied such breach within 120 days after giving a written notice of such breach from the non-breaching Party.
- 17.3 **Immediate termination.** A Party may terminate this Agreement with immediate effect by written notice, if the other Party:
- (a) shall be dissolved or liquidated, is declared bankrupt or otherwise the subject of suspension of payment or other insolvency proceedings, or if it must reasonably be expected to be unable to meet its obligations under this Agreement;
 - (b) fails to comply with the laws and regulations to which it is subject;
 - (c) or any of its employees, agents or subcontractors, gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward (i) for doing or forbearing to do any action in relation to this Agreement, or (ii) for showing or forbearing to show favour or disfavour to any person in relation to this Agreement, in each case except for lawful inducements and rewards to Supplier's employees or, by a subcontractor, such subcontractor's employees; or
 - (d) is subject to a change of control or if the management of the other Party is changed and such change is in the reasonable opinion of the terminating Party (potentially) detrimental to its business interests.
- 17.4 **Existing obligations.** Notwithstanding the expiry or termination of this Agreement, each Party shall procure the due and timely performance of all obligations assumed by it prior to such expiry or termination. Except in the event that this Agreement is terminated for breach of contract, no Party shall be required to make any payment for termination or expiration of this Agreement. Provisions which, by their very nature, are intended to continue notwithstanding an expiry or termination of this Agreement, shall continue in full force and effect.

18. MISCELLANEOUS

- 18.1 **Amendments.** No amendment of this Agreement shall be binding upon either Party, unless it is in writing and duly signed by both Parties.

- 18.2 **Assignment.** No Party may assign rights or obligations of this Agreement without the consent of the other Party, which consent shall not unreasonably be withheld or delayed; except that Service Provider may, without such consent, on written notice to the other Party, assign any of its rights or obligations under this Agreement to its Affiliates. Notwithstanding the previous sentence, each Party may assign this Agreement without the prior consent of the other Party, to a purchaser of all or substantially all of the assets or a business of such Party, provided that such assignment shall not be to a competitor of the other Party in the subject field of this Agreement.
- 18.3 **Independent contractors.** The Parties are independent contractors. No Party shall have any power or authority to assume on behalf of or in the name of the other Party any obligations or duties or to bind the other Party to any agreement, obligation or other commitment vis-à-vis any third party.
- 18.4 **Recitals.** The recitals above are hereby incorporated into this Agreement.
- 18.5 **Severability.** If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.6 **Sections and paragraph captions.** All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.
- 18.7 **Counterparts.** This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

19. APPLICABLE LAW

- 19.1 **Applicable law.** This Agreement is governed by the laws of State of Maryland.

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Montgomery County and City of Takoma Park

MEMORANDUM OF AGREEMENT

Partnership Agreement

SIGNATURES

MONTGOMERY COUNTY, MARYLAND

By: _____
Assistant Chief Administrative Officer
Duly Authorized

Printed Name

Date

Recommended:

By: _____
Dr. Raymond Crowel, Director
Department of Health and Human Services

Date

By signing below, the City of Takoma Park's duly authorized agent warrants that this Memorandum of Agreement has been approved as-is with no additional edits.

CITY OF TAKOMA PARK, MARYLAND

By: _____
David Eubanks
Acting Deputy City Manager
Duly Authorized

Date

Annex 1. Statement of Work

TAKOMA PARK COMMUNITY CRISIS INTERVENTION TEAM

1.1 Scope and background

A genuine community partnership, the mission of the Community Crisis Intervention Team is two-fold. Principally it exists to promote communication and enhance the response of public and private agencies when summoned to intervene with individuals who are mentally ill, developmentally disabled or experiencing trauma in their lives.

1.2 Duties of Respective Parties

- (a) The Service Provider will recruit and provide in-person training for two DHHS Merit Therapist II to provide BHC services as part of its CIT. DHHS will provide primary supervision of clinical and ethical aspects of these positions and complete performance evaluations in accordance with the County evaluation system.
- (b) The Customer will assist with the interview process during recruitment. The Customer will provide secondary supervision of the day-to-day tasks of these positions for both interventions in the field and administrative, office-based work.
- (c) Both the Service Provider and Customer will meet together on a quarterly basis for Steering Committee meetings. The Steering Committee representatives from the Service Provider will consist of the DHHS Chief of Behavioral Health and Crisis Services, DHHS Administrator of Crisis, Intake and Trauma Services, and DHHS Manager of the Crisis Center. The Steering Committee representatives from the City of Takoma Park will include the City Manager or designee and Chief of Police. Any other representatives serving in a supervisory capacity for either Party may join as needed. The Steering Committee will ensure project quality and effective implementation.
- (d) The Service Provider will also train TPPD Dispatch in common triage protocols. The Customer will ensure compliance with the common triage framework in responding to calls.

1.3 Objectives and deliverables

- (a) The Therapist II's will provide comprehensive professional clinical assessment, referral/coordination, direct treatment (short or long term), case management, other case work, support advocacy, crisis intervention, crisis response and related professional services to persons presenting with emotional, behavioral, substance use and related types of problems/disorders.
- (b) DUTIES of Therapist:
 - (i) Obtains information from persons presenting with indicators of mental illness, substance abuse, emotional distress and other problems, their family members (as appropriate) and other sources;
 - (ii) conducts a comprehensive clinical assessment and mental health diagnostic evaluation and makes referrals or recommends a treatment plan that is consistent with programs and resources;
 - (iii) provides therapeutic case management services, tracking client progress; prepares and maintains case files; and prepares reports.
 - (iv) Coordinates referrals and provides appropriate linkage for clients to community services; Works closely with

- representatives of other agencies (private and public) involved in cases to ensure clinical coordination of services and continuity of care among various treatment/provider agencies.
- (v) Attends case consultation staff meetings; makes recommendations regarding appropriate treatment interventions.
 - (vi) Participates in cross-functional service integration meetings and conferences concerning needs of, and treatment plans for individuals.
 - (vii) Recommends or determines eligibility for programmatic assistance consistent with guidelines.
 - (viii) Informs applicants and clients of parameters of various programs specific to their situations.
 - (ix) Identifies and recommends appropriate resources to control or alleviate problems and develops, with the client, a plan of action for services and follow-up.
 - (x) Counsels clients and family members to aid them in achieving better mental health functioning.
 - (xi) Provides crisis intervention.
 - (xii) Provides or coordinates preventive, protective and supportive services to individuals or groups threatened by conditions or circumstances detrimental to their well-being or that of the community.
 - (xiii) Advocates for clients regarding eligibility, services, etc.
 - (xiv) Prepares and maintains case records, uses automated recordkeeping systems and prepares reports to supervisors and, as pertinent to assignments, including reports for the courts.
 - (xv) Uses a computer and modern office suite software (such as MS Office), enterprise software and specialized software for planning, scheduling, recordkeeping, communicating (email), word processing, manipulating data, preparing presentations, reporting time and attendance, researching (the Internet), and performing other functions.
 - (xvi) Coordinates with staff in social, mental health, health, education, public safety and other governmental units and agencies outside the unit/team of assignment and with staff in non-governmental organizations to meet the needs of clients.
 - (xvii) Attends, or leads, case consultation staff meetings; makes recommendations regarding treatment plans.
 - (xviii) Participates in, or leads, cross-functional, cross-unit service integration meetings and conferences concerning needs of, and treatment plans, for individuals.
 - (xix) Participates in, or leads, staff discussions of unit/team, departmental and programmatic policies and procedures.
 - (xx) May guide/lead lower level staff in clinical or non-clinical matters; may fill in for team supervisor on a recurring basis
 - (xxi) May plan and present continuing education, professional development and other training.
 - (xxii) May assist in preparing and advocating for a program, or unit/team, budget.
 - (xxiii) May lead special projects to revise programs, policies and procedures or develop new programs, policies and procedures and help implement them.
 - (xxiv) May represent the department, program/service area or unit/team on boards or task forces, or serve as a special liaison with other agencies.
 - (xxv) May prepare court papers and testify in court
 - (xxvi) As assigned, operates a motor vehicle

1.4 Project Timeline

- (a) Starting date: May 1, 2023
- (b) Phases of the Project :
 - (i) Define Project, Scope and Preliminary Design – June 2023
 - (ii) Design Approval – July 2023
 - (iii) Counselor Recruitment – May-June 2023
 - (iv) Counselor Training & Orientation – July 2023
- (c) Project Monitoring by Steering Committee & Quarterly Reporting: July 2023, October 2023, January 2024, April 2024, July 2024, October 2024, January 2025:
- (d) Evaluation and Results Reporting: March 2025

1.5 Payment

- (a) The County will bill the Customer for the total cost of the salaries and benefits for FY23, FY24, and FY25 for two fully benefited Merit Therapist II's at maximum midpoint to the date services commence.
- (b) The Provider will cover non-personnel costs for both counselors including the provision of a vehicle, any other transportation costs, training, orientation materials, uniforms, technology, office supplies, and equipment.
- (c) Overtime. Any overtime for the Merit Therapist II must be pre-approved by Customer in conformity with the Montgomery County Government personnel regulations.
 - (i) The staff may also get raises commensurate with the Montgomery County compensation agreements.
- (d) The County will bill the Customer for 100% of the actual costs of the Therapists' salaries and benefits for each quarter within fifteen days of the end of each quarter. Payments made by the Customer to the County will be equal to three months of the actual personnel costs and must be sent to the address indicated on the COUNTY invoice. Payments are due within thirty days of receipt of an invoice from the COUNTY. Billing by the COUNTY will begin on the effective hiring date of the two therapists initially selected to fill these positions.
- (e) Federal Laws and Regulations - The Customer agrees to comply with all provisions of applicable Federal Laws and Regulations affecting and governing the funds covered by this Contract.

1.6 Out of pocket expenses. Customer shall reimburse all reasonable out-of-pocket personnel expenses incurred by Service Provider in relation to the Services.

1.7 Extra work. Customer shall reimburse Service Provider for all costs incurred as a result of Customer's instructions or lack of instructions or the inaccuracy of any materials, data and other information provided by Customer.

1.8 Payment term.

- (a) Interest. If payment has not been made on the due date then, without prejudice to Service Provider's other rights, the amounts then due and payable shall be increased by the higher of the statutory interest
- (b) Taxes. If any payment pursuant to this Agreement is subject to any Taxes, Service Provider shall be entitled to charge such Taxes to Customer, which shall be paid by Customer in addition to the payments pursuant to this Article 1 of Annex 1.

1.9 Agreement Renewal

- 1.10 At the end of the two year pilot program, both Parties will evaluate the possible extension of the program and explore financial options for continuing the program, with the goal of maintaining the presence of Crisis Center counselors on location in Takoma Park.

ANNEX 2

DEFINITIONS.

Affiliate means, in relation to a person, any company or other entity, whether or not a legal person, which directly or indirectly controls, is controlled by or is under joint control with that person. For this purpose, a person is deemed to **control** a company or entity if it (a) owns, directly or indirectly, more than 50 percent of the capital of the other company, or (b) in the absence of such ownership interest, substantially has the power to direct or cause the direction of the management and set the policies of such company or entity.

Call Center – Also referred to as “Hotlines”, Crisis and information call centers respond to a variety of immediate requests identified by the persons served and may include crisis response, information and referral, or response to other identified human service needs. Services that are provided 24 hours/7 days a week by persons on duty solely to answer hotline calls.

Confidential Information means any information of a confidential or proprietary nature, whether of commercial, financial or technical nature, customer, supplier, product or otherwise, including information relating to specifications, software, process designs, process models, materials and ideas. Such information may be disclosed in any form, provided that it is disclosed reasonably in connection with this Agreement.

Crisis means situation (e.g., a traumatic change) that produces significant cognitive or emotional stress in those involved in it. A turning point for better or worse in the course of an illness.

Crisis Center is an "umbrella term" for centers that are typically open 24/7, and serve as an entry point for individuals to access any number of varying crisis services that assist in de-escalating and stabilizing a behavioral health crisis. Anyone experiencing a behavioral health and/or substance-related crisis is eligible. Whether free standing or attached to a hospital, these centers serve as a potential entry point to long-term, ongoing service delivery and care. The primary functions include: screening and assessment, crisis intervention and management (including medication), brief treatment, and linkage to social services and other behavioral health services,

Crisis Intervention is an “umbrella term” used to describe a set of services designed to interrupt and/or ameliorate a crisis. Services may include: hotline/call center, Law Enforcement Crisis Intervention Teams (CIT), Mobile Crisis Teams (MCT’s), Safe Stations, Crisis Beds, Urgent Care, Respite, and Crisis Centers. A multitude of other resources that support a comprehensive system of care exist; including facility-based resources such as short-term residential facilities and peer respite programs that offer step down options for individuals following a crisis episode.

Crisis Intervention Team (CIT) describes a program that is a community partnership of law enforcement, mental health and addiction professionals, individuals who live with mental illness and/or addiction disorders, their families, and other advocates. It is an innovative first-responder model of police-based crisis intervention training to help persons with mental disorders and/or addictions access medical treatment rather than place them in the criminal justice system due to illness-related behaviors. It also promotes officer safety and the safety of the individual in crisis.

Crisis Response System is an “umbrella term” used to describe a set of services designed to interrupt and/or ameliorate a crisis. Services may include: hotline/call center, Law Enforcement

Crisis Intervention Teams (CIT), Mobile Crisis Teams (MCT's), Safe Stations, Crisis Beds, Urgent Care, Respite, and Crisis Centers. A multitude of other resources that support a comprehensive system of care exist; including facility-based resources such as short-term residential facilities and peer respite programs that offer step down options for individuals following a crisis episode.

Crisis Stabilization means a 23-hour crisis observation service that directly provides individuals in severe distress with up to 23 consecutive hours of supervised care to assist with de-escalating the severity of their crisis and/or need for urgent care. The primary objectives of this level of care are prompt assessments, stabilization, and/or a determination of the appropriate level of care (SAMHSA, 2014) with the goal of avoiding unnecessary hospitalizations for individuals whose crisis might be resolved within a short time and observation. The brief observation period/hospitalization of crisis stabilization has shown to be associated with tangible benefits for both the service users and providers.

Emergency Psychiatric Services means the clinical application of psychiatry in emergency settings. Conditions requiring psychiatric interventions may include attempted suicide, substance abuse, depression.

Hotline are defined as "a direct service delivered via telephone that provides a person who is experiencing distress with immediate support and/or facilitated referrals. This service provides a person with a confidential venue to seek immediate support with the goal of decreasing hopelessness; promotes problem-solving and coping skills; and identifies persons who are in need of facilitated referrals to medical, healthcare, and/or community support services" (SAMHSA, 2012).

Maryland Crisis Hotline (MCH) means the statewide network consisting of providers available 24-Hour, 7 day a week for callers of any age in need of crisis intervention, risk assessment for suicide, homicide or overdose prevention, support, guidance, information, linkage to community providers of behavioral health services and other forms of assistance.

Mobile Crisis Teams means community-based service that provides face-to-face professional and peer intervention, deployed in real time to the location of a person in crisis. The immediate goal is to de-escalate the person's behavioral health crisis, but also assists with continuity of care by providing support that continues past the crisis period.

Residential Crisis Beds/Residential Crisis Services (Mental Health) describes a program designed to prevent or provide an alternative to a psychiatric inpatient admission, shorten the length of an inpatient stay, and/or reduce the pressure on general hospital emergency departments. (COMAR). Residential crisis services (RCS)" means intensive mental health and support services that are: (1) Provided to a child or an adult with mental illness who is experiencing or is at risk of a psychiatric crisis that would impair the individual's ability to function in the community; and (2) Designed to prevent a psychiatric inpatient admission, provide an alternative to psychiatric inpatient admission, shorten the length of inpatient stay, or reduce the pressure on general hospital emergency departments.

Respite Care describes the temporary care provided for an adult w/ serious and persistent mental illness or a child w/ serious emotional disturbance, that is provided on a short-term basis in a community-based setting, and is Designed to support an individual to remain in the individual's home by providing the individual with enhanced support or temporary alternative living situation;

or assisting the individual's home caregiver by temporarily freeing the caregiver from the responsibility of caring for the individual.

Safe Stations describe similar to walk-in centers, Safe Stations use Fire and Police stations as 24 hr access hubs for entry into the treatment system, with 24 hours a day, seven days a week access for interested individuals. As with walk-in centers, this can assist in diversion from emergency department admission, and police involvement/incarceration.

Urgent Care – This term describes the provision of intensive crisis services to individuals who otherwise would be brought to emergency departments, and provides up to 23 hours of immediate care and linkage to community-based solutions. There are a variety of ways to access services, and rapid, same-day access is available. Clinics with screening, assessment and brief intervention and prescribing capabilities that operate for walk-in visits with no appointment needed for immediate mental health and substance use support during day hours and limited weekend.

23 Hour Crisis Bed - 23-hour crisis observation or stabilization is a direct service that provides individuals in severe distress with up to 23 consecutive hours of supervised care to assist with deescalating the severity of their crisis and/or need for urgent care. The primary objectives of this level of care are prompt assessments, stabilization, and/or a determination of the appropriate level of care. The main outcome of 23-hour observation beds is the avoidance of unnecessary hospitalizations for persons whose crisis may resolve with time and observation (SAMHSA, 2012).