

## Memorandum of Understanding

This Memorandum Of Understanding ("MOU") is made and entered into effective as of February 5, 2019, by and between Littleton Police Department, hereinafter referred to as the Department, and AllHealth Network, hereinafter referred to as the Network, a comprehensive community mental health center licensed by the Colorado Department of Human Services and the Colorado Department of Public Health and Environment. The Crisis Intervention Team, hereinafter referred to as CIT, refers to the personnel of the mental health center. The Department and Network are hereinafter collectively referred to as the Parties.

For the benefit and the protection of persons of mutual concern to the Parties, the Department and Network shall strive to act as follows:

### **Roles and Responsibilities in Responding to Mental Health Emergency Situations**

#### **The Network will:**

- Involve the Department in responding to requests for emergency services when required, to protect the citizen involved, other citizens, Network personnel providing emergency services, or the community. Whenever the Network involves the Department, CIT personnel will offer to assist the Department and will remain in contact with the Department until the situation is resolved;
- Call for the Department's assistance when a consumer's statements or behavior lead a CIT clinician to believe that the person may need to be guarded or restrained to prevent harm to self or others, while arrangements are being made to facilitate a disposition;
- Respond to requests for emergency assistance when the Department is called to a location due to a person whose behavior or statements indicate a need for mental health intervention;
- Respond to requests from the Department for an emergency evaluation of a person detained in a detention center when that person's behavior or statements lead an official to believe mental health intervention is needed;
- Work with the Department to provide information on appropriate disposition, including the correct site to take persons requiring mental health assessment so a proper disposition can be made. At all times, the Network will strive to avoid involving persons in the juvenile justice or criminal justice systems as a result of their mental illness.
- Attempt to gain an understanding of the concerns of involved family members and legal custodians when making clinical decisions, even in emergency situations;

**The Department will:**

- Be requested to partner with CIT clinical staff to conduct a “welfare” check on a person, known or unknown in the mental health system, when they are a danger to self or others, or grave disability is in question. In these situations, CIT clinical staff will remain involved and available to the Department until a final disposition is made.
- Deliver petitions for mental health evaluations made by concerned others about a person’s welfare and may continue to be involved in the attempts to contact the individual in person so a face to face assessment can be done.
- Provide a desk and equipment to Network CIT member in the Department’s location for the express purpose of developing a working relationship that enhances services.

**Inter-Agency Training**

The Network will provide training to the Department in the area of intervention techniques with persons experiencing mental illness and or mental health emergency. Training content may include but is not limited to:

- Management of persons with mental illness without using restraints;
- Management of persons with mental illness who are in custody;
- Risk assessment of persons in custody;
- Recognition of mental illness;
- Intervention techniques which can assist personnel in providing for the mental health needs of persons with mental illness while in custody;
- Awareness of the special needs of persons with behavioral health problems;
- All aspects of mental health law 27-10 procedures, if requested, together with suggested ways to approach and talk to persons who are exhibiting mental health problems, how to recognize behavior and speech that may indicate mental illness or substance abuse, and how to prevent escalating behavior in the least intrusive manner while urging consideration of the least restraint possible;
- Overview of mental health services available.

The Network will work with designated Department personnel to schedule training sessions.

**Fees for Services**

The Parties agree that neither shall charge the other for the services described within this MOU as both receive funding for the associated expenses. In the event that the Network subsequently provides other services for persons encountered through to the partnership with the Department, the Department shall have no liability or responsibility, and the Network will facilitate its standard billing procedures as appropriate.

**Independent Contractors**

Each party and its employees, agents, and representatives shall be considered for all purposes of this MOU to be an independent entity. Neither party nor its employees, agents and representatives are, and shall not be construed as or become employees, agents or representatives of the other party as a result of performance of services under this MOU.

**Insurance**

In performing the services described within this MOU, each party shall act as an independent entity which is solely responsible for procuring and maintaining, necessary and adequate professional and general liability insurance at its own expense, for any claims that may arise out of, or in connection with, any operations for the services its staff performs under this MOU.

**Neutrality**

The Network and the Department will establish safeguards to prohibit officers, agents, and representatives of the Parties from using this MOU for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, officers, agents and representatives shall not seek any personal benefits or private gain for themselves, their families, or others.

**Nondiscrimination**

The Network and Department agrees not to refuse to hire, discharge, promote, or discriminate against any persons otherwise qualified, in any matter of compensation and/or benefits, performance of services or otherwise, solely because of race, creed, gender, color, national origin or ancestry, age, marital status, mental or physical handicap, political affiliation or belief.

**Compliance with Laws**

The Network agrees to abide by all applicable laws, rules and regulations and court and administrative rulings of the United States, the State of Colorado, Arapahoe County and Douglas County and any other political subdivision. The Network agrees to secure all necessary licenses and permits in connection with performance of this MOU.

**Transfer and Assignment**

The Parties shall not assign or transfer their interest in this MOU without the written consent of the other party. Any unauthorized assignment or transfer shall render this MOU null, void and of no effect as to the Parties.

**Modifications**

This MOU may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the Parties.



### **Term and Termination**

The term of this MOU shall commence on the 5<sup>th</sup> of February, 2019, and remain in effect on an ongoing basis unless terminated by either Party pursuant to the terms of this MOU. The Parties agree to annually review the performance of service delivery under this MOU and to make any adjustments as mutually agreed. Either Party may terminate this MOU with or without cause upon (30) days prior written notice to the other Party. In the event of termination, no damages, liquidated or otherwise, shall inure to either Party.

### **Notice**

All notice required to be given by the Parties hereunder shall be given in writing either by hand delivery or certified or registered mail, return receipt requested, to the individuals at the address set forth below. Either Party may from time to time designate in writing a substitute address or person(s) to whom such notices shall be sent.

Doug Stephens

Bill Henricks, MBA, PhD

Chief of Police

Chief Executive Officer

Littleton Police Department

AllHealth Network

2255 W. Berry Avenue

155 Inverness Drive West, Suite 201

Littleton, CO 80120

Englewood, CO 80112

City Attorney

City of Littleton

2255 W. Berry Ave.

Littleton, CO 80120

### **Governing Law**

Unless otherwise agreed in writing, this MOU and the interpretation thereof shall be governed by the laws of the State of Colorado.

### **Severability**

Should any provision of this MOU be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the Parties hereto that the remaining provisions of this MOU shall be in full force and effect.



### **Titles and Headings**

The titles and headings are inserted herein only for convenience of reference and in no way shall define, limit, or describe the scope or intent of any provisions of this MOU.

### **Extent of MOU**

This MOU represents the entire and integrated understanding between the Parties in regard to the services described herein and supersedes all prior negotiations and representations whether written or oral.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_